

EXHIBIT A

Editing Process: TelAlaska will copy GCI language to its opposite cell and begin redline process to enter the desired language if agreement not reached. This document is then saved and returned to GCI as "Telalaska Version 2- date" (don't forget to update the footer). This process is then repeated by GCI and returned back to TelAlaska until the desired language is agreed to by both parties. The comments section is reserved for both Parties to make language clarification statements and annotation of when agreement is reached by a statement such as "language agreed – date" The actual language that will be used in the contract remains in "black", and the disregarded language will be made "gray".

GCI Proposed Language	TELALASKA Proposed Language	Comments
SECTION 1.0 GENERAL TERMS	SECTION 1.0 GENERAL TERMS	AGREED 5/29/07
This Interconnection and Resale Agreement (the "Agreement") is effective the ___ day of _____, 200_, by and between GCI Communication Corp. ("GCI"), an Alaska Corporation, and TelAlaska Inc. (d/b/a: Interior Telephone Company, Inc and Mukluk Telephone Company, Inc. ("TELALASKA"), an Alaska telephone cooperative (collectively, the "Parties"), to establish the rates, terms, and conditions for local interconnection, number portability, dialing parity, access to rights-of-way, and local resale, as and to the extent required under Section 251(a) and (b) of the Telecommunications Act of 1996 (the "Act") (47 U.S.C. § 251 (a) and (b)).	This Interconnection and Resale Agreement (the "Agreement") is effective the ___ day of _____, 200_, by and between GCI Communication Corp. ("GCI"), an Alaska Corporation, and Interior Telephone Company, Inc/ Mukluk Telephone Company, Inc. ("ITC/MTC"), an Alaska telephone cooperative (collectively, the "Parties"), to establish the rates, terms, and conditions for local interconnection, number portability, dialing parity, access to rights-of-way, and local resale, as and to the extent required under Section 251(a) and (b) of the Telecommunications Act of 1996 (the "Act") (47 U.S.C. § 251 (a) and (b)).	AGREED 5/29/07
WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transmission and termination of calls so that Customers of each can seamlessly receive calls that originate on the other's network and place calls that terminate on the other's network, and for GCI's and TELALASKA's use in the provision of exchange access ("Local Interconnection"); and	WHEREAS, the Parties wish to interconnect their local exchange networks in a technically and economically efficient manner for the transport and termination of calls so that Customers of each can seamlessly receive traffic that originate on the other's network and place calls that terminate on the other Party's local network, and	Reason for change: Track language of Section 251(b) more closely; eliminate reference to exchange access. AGREED 5/29/07
WHEREAS, GCI wishes to purchase Telecommunications Services for resale to others, and TELALASKA will provide such service in accordance with this Agreement; and	WHEREAS, the Parties wish to purchase from one another local wireline Telecommunications Services for resale Customers, and	AGREED 5/29/07

Section 1: General Terms

GCI Proposed Language	TELALASKA Proposed Language	Comments
WHEREAS, the Parties wish to purchase from one another certain ancillary services and functions and additional features, to the extent required under Section 251(b) of the Act, which are specifically included in this Agreement, and to use such services for the provision of their Telecommunications Services to Customers others, and,	WHEREAS, the Parties wish to purchase from one another certain ancillary services and functions and additional features, to the extent required under Section 251(b) of the Act, which are specifically included in this Agreement, and to use such services for the provision of their Telecommunications Services to Customers, and	Reason for change: Not required under 251(a) <u>5/29/07: OPEN</u>
WHEREAS, TELALASKA wishes to purchase Telecommunications Services for resale to others, and GCI will provide such service in accordance with this Agreement; and		AGREED 5/29/07
WHEREAS, TELALASKA wishes to purchase some ancillary services and functions and additional features, to the extent required under Section 251(a) and (b) of the Act, which are specifically included in this Agreement, and to use such services for the provision of its Telecommunications Services to others, and GCI will provide such services; and		AGREED 5/29/07
WHEREAS, the Parties intend this Agreement to comply with the Communications Act of 1934, as amended by the Act, the Rules and Regulations of the Federal Communications Commission ("FCC"), and the orders, rules and regulations of the Regulatory Commission of Alaska ("RCA");	WHEREAS, the Parties intend this Agreement to comply with the Communications Act of 1934, as interpreted by orders and regulations of the Federal Communications Commission ("FCC"), and by the orders and regulations of the Regulatory Commission of Alaska ("RCA");	Reason for change: Act is defined as including any amendments, regulations and orders issued under the Act, only interpreted. AGREED 5/29/07
Now, therefore, in consideration of the terms and conditions contained herein, TELALASKA and GCI hereby mutually agree as follows:	Now, therefore, in consideration of the terms and conditions contained herein, ITC/MTC and GCI hereby mutually agree as follows:	AGREED 5/29/07

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GCI Proposed Language	TELALASKA Proposed Language	Comments
SECTION 2.0 INTERPRETATION AND CONSTRUCTION		<u>Parties Agree to proposed language 5-10-07</u>
2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successor) of that statute, regulation, rule, tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards that is in effect. Provided, however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the	2.1 This Agreement includes this Agreement and all Exhibits appended hereto, each of which is hereby incorporated by reference in this Agreement and made a part hereof. All references to Sections and Exhibits shall be deemed to be references to Sections of, and Exhibits to, this Agreement unless the context shall otherwise require. The headings and numbering of Sections and Exhibits used in this Agreement are for convenience only and will not be construed to define or limit any of the terms in this Agreement or affect the meaning and interpretation of this Agreement. Unless the context shall otherwise require, any reference to any statute, regulation, rule, tariff, technical reference, technical publication, or any publication of Telecommunications industry administrative or technical standards, shall be deemed to be a reference to the most recent version or edition (including any amendments, supplements, addenda, or successors) of that statute, regulation, rule, tariff, technical reference, technical publication, or of any publication of Telecommunications industry administrative or technical standards that is in effect, provided, however, that nothing in this Section 2.1 shall be deemed or considered to limit or amend the	Reason for change: Last sentence does not appear necessary. AGREED 5/29/07

Section 2: Interpretation and Construction

GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>provisions of Section 2.2. In the event a change in a law, rule, regulation, or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such law, rule, regulation or interpretation thereof will be to such law, rule, regulation, or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented. The existing configuration of either Party's network may not be in compliance with the latest release of technical references, technical publications, or publications of the Telecommunications industry administrative or technical standards.</p>	<p>provisions of Section 2.2. In the event a change in a law, rule, regulation, or interpretation thereof would materially change this Agreement, the terms of Section 2.2 shall prevail over the terms of this Section 2.1. In the case of any material change, any reference in this Agreement to such Applicable Law or interpretation thereof will be to such Applicable Law or interpretation thereof in effect immediately prior to such change until the processes set forth in Section 2.2 are implemented.</p>	
<p>2.2. The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations, and interpretations thereof, including but not limited to state rules, regulations, and laws, as of [CURRENT DATE] (the Existing Rules). Nothing in this Agreement shall be deemed an admission by TELALASKA or GCI concerning the interpretation or effect of the Existing Rules or an admission by TELALASKA or GCI that the Existing Rules should not be changed, vacated, dismissed, stayed, or modified. Nothing in this Agreement shall preclude or estop TELALASKA or GCI from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed, or modified. To the extent that</p>	<p>2.3. The provisions in this Agreement are intended to be in compliance with and based on the existing state of the law, rules, regulations, and interpretations thereof, including but not limited to state rules, regulations, and laws, as of Approval Date (the "Existing Rules"). Nothing in this Agreement shall be deemed an admission by ITC/MTC or GCI concerning the interpretation or effect of the Existing Rules or an admission by either Party that the Existing Rules should not be changed, vacated, dismissed, stayed, or modified. Nothing in this Agreement shall preclude or estop ITC/MTC or GCI from taking any position in any forum concerning the proper interpretation or effect of the Existing Rules or concerning whether the Existing Rules should be changed, vacated, dismissed, stayed, or modified. To the extent that the Existing Rules are vacated, dismissed, stayed,</p>	<p>AGREED 5/29/07</p>

Section 2: Interpretation and Construction

GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>the Existing Rules are vacated, dismissed, stayed, or materially changed or modified, then this Agreement shall be amended to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. It is expressly understood that this Agreement will be corrected, or if requested by either Party, amended as set forth in this Section 2.2, to reflect the outcome of generic proceedings by the RCA for pricing, service standards, or other matters covered by this Agreement. Rates in Exhibit A will reflect legally binding decisions of the RCA and shall be applied on a prospective basis from the effective date of the legally binding RCA decision, unless otherwise ordered by the RCA. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules for rates, and to the extent practicable for other terms and conditions, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an</p>	<p>or materially changed or modified in a manner requiring amendment of this Agreement, then the Parties shall amend this Agreement to reflect such legally binding modification or change of the Existing Rules. Where the Parties fail to agree upon such an amendment within sixty (60) Days after notification from a Party seeking amendment due to a modification or change of the Existing Rules or if any time during such sixty (60) Day period the Parties shall have ceased to negotiate such new terms for a continuous period of fifteen (15) Days, it shall be resolved in accordance with the Dispute Resolution provision of this Agreement. Any amendment shall be deemed effective on the effective date of the legally binding change or modification of the Existing Rules, unless otherwise ordered. During the pendency of any negotiation for an amendment pursuant to this Section 2.2 the Parties shall continue to perform their obligations in accordance with the terms and conditions of this Agreement for up to sixty (60) Days. If the Parties fail to agree on an amendment during the sixty (60) Day negotiation period, the Parties agree that the first matter to be resolved during Dispute Resolution will be the implementation of an interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement until the interim operating agreement is implemented. For purposes of this section, "legally binding" means</p>	

Section 2: Interpretation and Construction

GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>interim operating agreement between the Parties regarding the disputed issues, to be effective during the pendency of Dispute Resolution. The Parties agree that the interim operating agreement shall be determined and implemented within the first fifteen (15) Days of Dispute Resolution and the Parties will continue to perform their obligations in accordance with the terms and conditions of this Agreement until the interim operating agreement is implemented. For purposes of this section, "legally binding" means that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation has passed.</p>	<p>that the legal ruling has not been stayed, no request for a stay is pending, and any deadline for requesting a stay designated by statute or regulation has passed.</p>	
<p>2.3 Unless otherwise specified in this Agreement or specifically determined by the RCA, in cases of conflict between this Agreement and TELALASKA's Tariff, methods and procedures, technical publications, policies, product notifications, or other TELALASKA documentation relating to TELALASKA's or GCI's rights or obligations under this Agreement, then the rates, terms, and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms, and conditions of this Agreement shall prevail.</p>	<p>2.3 Unless otherwise specified in this Agreement or specifically determined by the RCA, in cases of conflict between this Agreement and a Party's Tariff, methods and procedures, technical publications, policies, product notifications, or other documentation relating to a Party's rights or obligations under this Agreement, then the rates, terms, and conditions of this Agreement shall prevail. To the extent another document abridges or expands the rights or obligations of either Party under this Agreement, the rates, terms, and conditions of this Agreement shall prevail.</p>	<p>AGREED 5/29/07</p>
<p>2.4 This Agreement is not intended, and shall not be interpreted, to require TELALASKA to provide any service to GCI or any other person that is not required under Section 251(a) or (b) of the Act.</p>	<p>2.4 This Agreement is not intended, and shall not be interpreted, to require either Party to provide any service to the other Party that is not required under Section 251(a) or (b) of the Act. In</p>	<p>AGREED 5/29/07</p>

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**GRAYED TEXT INDICATES LANGUAGE THAT WAS PROPOSED BUT WAS NOT CHOSEN AS THE FINAL AGREED UPON LANGUAGE FOR USE IN THE CONTRACT
WHERE NO COMMENTS ARE INDICATED LANGUAGE HAS BEEN PROPOSED BUT NOT YET DISCUSSED OR AGREED UPON**

Section 2: Interpretation and Construction

GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>This Agreement is not intended, and shall not be interpreted, to require GCI to provide any service to TELALASKA or any other person that is not required under Section 251(a) or (b) of the Act. In particular, this Agreement shall not be interpreted to require TELALASKA or GCI to provide any service, network element, or functionality that is required under Section 251(c) of the Act. Under no circumstances shall this Agreement or TELALASKA's negotiation or performance of this Agreement be construed as a waiver or compromise of TELALASKA's rural exemption under Section 251(f) of the Act. Under no circumstances shall this Agreement or GCI's negotiation or performance of this Agreement be construed as an assumption of the obligations of an incumbent local exchange carrier.</p>	<p>particular, this Agreement shall not be interpreted to require either Party to provide any service, network element, or functionality that is required under Section 251(c) of the Act. Under no circumstances shall this Agreement or ITC/MTC's negotiation or performance of this Agreement be construed as a waiver or compromise of ITC/MTC's rural exemption under Section 251(f) of the Act. Under no circumstances shall this Agreement or GCI's negotiation or performance of this Agreement be construed as an assumption of the obligations of an incumbent local exchange carrier.</p>	
<p>2.5 ITC/MTC will not initiate any request for suspension and modification under Section 251(f)(2) of any Section 251(a) or (b) obligation that would affect the terms of this Agreement and waives any rights it may otherwise have to do so for the duration of this Interconnection Agreement.</p>	<p>2.5 Intentionally Left Blank</p>	<p><u>Reason for change: 251(f) suspension and modification does not apply to 251(a). OPEN for ITC/MTC as regards GCI's current interpretation of FCC Rule 51.715 to permit it to request interim interconnection.</u></p> <p><u>OPEN 5/29/07</u></p>
<p>2.6 GCI will not initiate any request to ITC/MTC for interconnection, service, or network elements under Section 251(c) of the Act or otherwise seek to terminate ITC/MTC's rural exemption from the obligations set forth in Section 251(c), and hereby waives any rights it may otherwise have to do so for the duration of this Agreement.</p>	<p>2.6 GCI will not initiate any request to ITC/MTC for interconnection, service, or network elements under Section 251(c) of the Act or otherwise seek to terminate ITC/MTC rural exemption from the obligations set forth in Section 251(c), and hereby waives any rights it may otherwise have to do so for the duration of this Agreement.</p>	<p><u>OPEN 5/29/07</u></p> <p>▪ <u>Subject to 2.5</u></p>

GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>2.7 The Parties acknowledge that the RCA's order granting GCI a certificate of public convenience and necessity to provide local exchange telecommunications service in ITC/MTC's service area is currently on appeal before the Superior Court for the State of Alaska, Third Judicial District at Anchorage, in Case No. 3AN-05-14077 CI, and a motion has been filed to consolidate that appeal with another appeal, Case No. 3AN-06-07359 CI (collectively, the "Appeals"). Nothing in this Agreement shall be construed or asserted as an admission or cited as evidence by either Party regarding any issue in dispute in the Appeals or in any subsequent appeals or remand to the RCA. If ITC/MTC prevails in a final order issued in the Appeals or any subsequent appeals or remands to the RCA, it is possible that GCI will no longer be authorized to provide local exchange telecommunications service in all or part of ITC/MTC's service area. If and to the extent that GCI loses such authority to provide local exchange telecommunications services, and notwithstanding anything to the contrary in Section 2.2 or Section 5.7, performance by the Parties under this Agreement shall be terminated-suspended beginning on the effective date of GCI's loss of authority to provide such service. Any suspensions of performance under this section shall not extend or otherwise alter the term of this Agreement. <u>If and to the extent that prior to the end of the term of this Agreement, GCI regains any authority to serve that was previously lost as contemplated in this section, performance by the Parties under this Agreement shall recommence on the effective date of GCI's regaining such authority. Any</u></p>	<p>2.7 The Parties acknowledge that the RCA's order granting GCI a certificate of public convenience and necessity to provide local exchange telecommunications service in ITC/MTC's service area is currently on appeal before the Superior Court for the State of Alaska, Third Judicial District at Anchorage, in Case No. 3AN-05-14077 CI, and a motion has been filed to consolidate that appeal with another appeal, Case No. 3AN-06-07359 CI (collectively, the "Appeals"). Nothing in this Agreement shall be construed or asserted as an admission or cited as evidence by either Party regarding any issue in dispute in the Appeals or in any subsequent appeals or remand to the RCA. If ITC/MTC prevails in a final order issued in the Appeals or any subsequent appeals or remands to the RCA, it is possible that GCI will no longer be authorized to provide local exchange telecommunications service in all or part of ITC/MTC's service area. If and to the extent that GCI loses such authority to provide local exchange telecommunications services, and notwithstanding anything to the contrary in Section 2.2 or Section 5.7, performance by the Parties under this Agreement shall be terminated beginning on the effective date of GCI's loss of authority to provide such service. Any suspensions of performance under this section shall not extend or otherwise alter the term of this Agreement.</p>	<p><u>Reason for change: If certification is terminated and then regained, Parties need to negotiate how this Agreement will apply to the reinstated service.</u></p> <p><u>Case numbers need to be updated.</u></p> <p><u>OPEN 5/29/07</u></p>

Section 2: Interpretation and Construction

GCI Proposed Language	TELALASKA Proposed Language	Comments
suspensions of performance under this section shall not extend or otherwise alter the term of this Agreement.		
2.8 Intentionally Left Blank	2.8 Intentionally Left Blank	<u>AGREED 5/29/07</u>

Section 3: New Customer Information

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GCI Proposed Language	TELALASKA Proposed Language	
SECTION 3.0 – NEW CUSTOMER INFORMATION	SECTION 3.0 – NEW CARRIER ENTRY	AGREED 5/29/07
3.1 Except as otherwise required by law, a Party will not provide or establish interconnection, ancillary services, and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to the other Party's execution of this Agreement. The purchasing Party shall complete the providing Party's "New Customer Questionnaire," as it applies to obtaining interconnection, ancillary services, and/or resale of Telecommunications Services hereunder. This Section 3.0 shall not apply to a carrier that has established a favorable telecommunications service and payment history with the providing Party of at least five (5) years.	3.1 Except as otherwise required by law, a Party will not provide or establish interconnection, ancillary services, and/or resale of Telecommunications Services in accordance with the terms and conditions of this Agreement prior to the other Party's execution of this Agreement. The purchasing Party shall complete the providing Party's "New Carrier Questionnaire," as it applies to obtaining interconnection, ancillary services, and/or resale of Telecommunications Services hereunder. The requirement to complete a "New Carrier Questionnaire" shall not apply to a Carrier that has established a favorable telecommunications service and payment history with the providing Party of at least five (5) years.	AGREED 5/29/07
3.2 Prior to placing any orders for services under this Agreement, the purchasing Party will complete the providing Party's "New Customer Questionnaire" in order to determine the providing Party's system requirements to support the purchasing Party's specific activities. Appropriate documentation will be included with the form, such as tax exemption certificates, credit reports, etc. The questionnaire will include, but will not be limited to, the following	3.2 Prior to placing any orders for services under this Agreement, the purchasing Party will complete the providing Party's "New Carrier Questionnaire" in order to determine the providing Party's system requirements to support the purchasing Party's specific activities. Appropriate documentation will be included with the form, such as tax exemption certificates, credit reports, etc. The questionnaire will include, but will not be limited to, the following	AGREED 5/29/07

GCI Proposed Language	TELALASKA Proposed Language	
<p>information where appropriate:</p> <ul style="list-style-type: none"> • General Information • Credit Information • Federal and State Tax Information, Including Exemption Status If appropriate • Certification Information • Billing and Collection Information • Contact Information for, among others: <ul style="list-style-type: none"> ○ Network Outage Notification ○ System Administration ○ Operational Reports ○ Billing Information ○ Directory Services ○ Location Information • Ordering Information for Services Provided Under this Agreement • Business Hours and Holidays • Service Area in which TELALASKA or GCI wishes to provide service with approval from the RCA. 	<p>information where appropriate:</p> <ul style="list-style-type: none"> • General Information • Credit Information • Federal and State Tax Information, Including Exemption Status If appropriate • Certification Information • Billing and Collection Information • Contact Information for, among others: <ul style="list-style-type: none"> ▪ Network Outage Notification ▪ System Administration ▪ Operational Reports ▪ Billing Information ▪ Directory Services ▪ Location Information • Ordering Information for Services Provided Under this Agreement • Business Hours and Holidays • Service Area in which the Carrier wishes to provide service with approval from the RCA. 	

Section 3: New Customer Information

GCI Proposed Language	TELALASKA Proposed Language	
3.3 A request for a particular service, function or report in this questionnaire does not constitute a guarantee that TELALASKA or GCI is able or will provide the requested service, function, or report.	3.3 A request for a particular service, function or report in this questionnaire does not constitute a guarantee that the providing Party is able or will provide the requested service, function, or report.	AGREED 5/29/07

Section 4: Definitions

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GCI Proposed Language	TELALASKA Proposed Language	Comment
SECTION 4.0 - DEFINITIONS		<u>Parties Agree with proposed language 5/10/07</u>
4.1 Terms not otherwise defined here but defined in the Act and the orders and the rules implementing the Act shall have the meaning defined there. The definition of terms that are included here and are also defined in the Act, or its implementing orders or rules, are intended to include the definition as set forth in the Act and the rules implementing the Act.		<u>Parties Agree with proposed language 5/10/07</u>
4.2 For any term which is not defined in this Section 4.0 or elsewhere in this Agreement, the term shall have the meaning and the definitions as typically used within the telecommunications industry, such as those defined by the American National Standards Institute ("ANSI") Bellcore, and Consultative Committee on International Telegraphy and Telephony ("CCITT").		<u>Parties Agree with proposed language 5/10/07</u>
"Access Services" refers to the interstate and intrastate switched access and private line transport services offered for the origination and/or termination of interexchange traffic.		<u>Parties Agree with proposed language 5/10/07</u>
"Act" means the Communications Act of 1934 (47 U.S.C. 151 et. seq.), as amended and as from time to time interpreted in the duly authorized rules and regulations of the FCC or the RCA.		<u>Parties Agree with proposed language 5/10/07</u>
"Activity Types". See "RISP Activity Types".		<u>Parties Agree with proposed language 5/10/07</u>
"Affiliate" means a Person that (directly or indirectly) owns or controls, is owned or		<u>Parties Agree with proposed language 5/10/07</u>

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
controlled by, or is under common ownership or control with another person. For purposes of this paragraph, the term 'own' means to own an equity interest (or the equivalent thereof) of more than 10 percent.		
"After Hours" refers to work requested by a Party anytime outside of TELALASKA's regular business hours.		<u>Parties Agree with proposed language 5/10/07</u>
.	<u>"Alliance for Telecommunications Industry Solutions" ("ATIS") is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as well as the standards of other industry fora, are referenced herein</u>	<u>Out of order alphabetically</u>
"Applicable Law" means all laws, statutes, common law, ordinances, codes, rules, guidelines, orders, permits and approval of any governmental regulations, including, but not limited to, the Act, the regulations, rules, and final orders of the FCC and the RCA, and any final orders and decisions of a court of competent jurisdiction reviewing the regulations, rules, or orders of the FCC or the RCA.		<u>Parties Agree with proposed language 5/10/07</u>
"Approval Date" is the date on which RCA approval of the Agreement is granted.		<u>Parties Agree with proposed language 5/10/07</u>
"Alliance for Telecommunications Industry Solutions" ("ATIS") is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as	"Alliance for Telecommunications Industry Solutions" ("ATIS") is a North American telecommunication industry standards forum which, through its committees and working groups, creates, and publishes standards and guidelines designed to enable interoperability and Interconnection for Telecommunications products and services. ATIS Standards and Guidelines, as	

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WHERE NO COMMENTS ARE INDICATED LANGUAGE HAS BEEN PROPOSED BUT NOT YET DISCUSSED OR AGREED UPON**

GCI Proposed Language	TELALASKA Proposed Language	Comment
well as the standards of other industry fora, are referenced herein.	well as the standards of other industry fora, are referenced herein.	
“Automatic Location Identification (“ALI”) is the automatic display at the Public Safety Answering Point (“PSAP”) of the caller’s telephone number, the address/location of the telephone and supplementary emergency services information for Enhanced 911 (“E911”)”		<u>Parties Agree with proposed language 5/10/07</u>
“Basic Exchange Telecommunications Service” means, unless otherwise defined in RCA rules and then it shall have the meaning set forth therein, a service offered to End User Customers which provides the End User Customer with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such End User Customer to generally place calls to, or receive calls from, other stations on the public switched telecommunications network. Basic residence and business line services are Basic Exchange Telecommunications Services. As used solely in the context of this Agreement and unless otherwise agreed, Basic Exchange Telecommunications Service includes access to ancillary services such as 911, directory assistance, and operator services.		<u>Parties Agree with proposed language 5/10/07</u>
“Bill Date” See “Invoice Date”		<u>Parties Agree with proposed language 5/10/07</u>
“Billing” involves the provision of appropriate usage data by one Telecommunications Carrier to another to facilitate Customer Billing with attendant acknowledgments and status reports. It also involves the exchange of information between Telecommunications Carriers to process claims and adjustments.		<u>Parties Agree with proposed language 5/10/07</u>
“Business Day(s)” means the day(s) of the week excluding Saturdays, Sundays, and all		<u>Parties Agree with proposed language 5/10/07</u>

GCI Proposed Language	TELALASKA Proposed Language	Comment
TELALASKA recognized holidays.		
“Calling Party Number” (“CPN”) is a Common Channel Signaling (“CCS”) parameter which refers to the 10-digit number transmitted through a network identifying the calling party.		<u>Parties Agree with proposed language 5/10/07</u>
“Carrier” or “Common Carrier”. See “Telecommunications Carrier”.		<u>Parties Agree with proposed language 5/10/07</u>
“Central Office” (“C.O.”) is a common carrier switching center in which trunks and loops are terminated and switched.		<u>Parties Agree with proposed language 5/10/07</u>
“Central Office Switch” means a Switch used to provide Telecommunications Services, including, but not limited to: “End Office Switches” which are used to terminate End User Customer station Loops, or equivalent, for the purpose of interconnecting to each other and to trunks.		<u>Parties Agree with proposed language 5/10/07</u>
“Commercial Mobile Radio Service” (“CMRS”) is defined in 47 U.S.C. Section 332 and FCC rules and orders interpreting that statute.		<u>Parties Agree with proposed language 5/10/07</u>
“Commission” or “RCA” means the Regulatory Commission of Alaska.		<u>Parties Agree with proposed language 5/10/07</u>
“Common Channel Signaling” (“CCS”) means a method of exchanging call set up and network control data over a digital signaling network fully separate from the Public Switched Network that carries the actual call. Signaling System 7 (“SS7”) is currently the preferred CCS method.		<u>Parties Agree with proposed language 5/10/07</u>
“Competitive Local Exchange Carrier” (“CLEC”) refers to a Party that has submitted a request, pursuant to this Agreement, to obtain interconnection ancillary services, or resale of Telecommunications Services. A CLEC is an entity authorized to provide Local Exchange Service that does not otherwise qualify as an		<u>Parties Agree with proposed language 5/10/07</u>

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
Incumbent Local Exchange Carrier ("ILEC").		
"Completion Notice" is notice from TELALASKA to GCI on a Parity basis that the central office and/or field work is physically complete		<u>Parties Agree with proposed language 5/10/07</u>
	<u>"Conduit" means a single enclosed raceway for conductors, cable and/or wire.</u>	Definition moved from Section 10 into Definitions section of Agreement
"Confidential Information" shall have the meaning set forth in Section 5.16.		<u>Parties Agree with proposed language 5/10/07</u>
"Conversion" shall have the meaning set forth in 12.12.5.4		<u>Parties Agree with proposed language 5/10/07</u>
"Current Service Provider" means the Party from which an End User Customer is planning to switch its Local Exchange Service or the Party from which an End User Customer is planning to port its telephone number(s).	"Current Service Provider" means the Party from which an End User Customer is planning to switch its Local Exchange Service or the Party from which an End User Customer is planning to port its telephone number(s).	
"Customer" is a Person to whom a Party provides or has agreed to provide a specific service or set of services, whether directly or indirectly. Customer includes Telecommunication Carriers. See also, End User Customer.	"Customer" is a Person to whom a Party provides or has agreed to provide a specific end user service or set of services, whether directly or indirectly. Customer does not include other Telecommunication Carriers. See also, End User Customer.	<u>"Customer" is the standard term now used by ITC/MTC for its end user subscribers. In this Agreement, Customer will only refer to end users of GCI or ITC/MTC, not to other carriers.</u>
"Customer Premises Equipment" or ("CPE") means equipment employed on the premises of a Person other than a Carrier to originate, route or terminate Telecommunications Services (e.g., a telephone, PBX, modem pool, etc.).		<u>Parties Agree with proposed language 5/10/07</u>
"Day(s)" means calendar day(s) unless otherwise specified (See Business Day(s)).		<u>Parties Agree with proposed language 5/10/07</u>
"Demarcation Point" means the point where TELALASKA owned or controlled facilities cease, and GCI, End User Customer, premises owner or landlord ownership or control of facilities begin.		<u>Parties Agree with proposed language 5/10/07</u>
"Dialing Parity" shall have the meaning set forth in Section 14.		<u>Parties Agree with proposed language 5/10/07</u>

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
	<p><u>“Direct Inward Dialing” (“DID”) is [technical definition to be supplied]</u></p> <p>A feature of PBXs systems with allows callers on the public switched network to directly dial a specific PBX extension telephone.</p>	
<p>“Directory Assistance Service” or “Directory Assistance” includes, but is not limited to, making available to callers, upon request, information contained in directory listings. Directory Assistance Service includes, where available, the option to complete the call at the caller’s direction.</p>		<p><u>Parties Agree with proposed language 5/10/07</u></p>
<p>“Directory Listings” or “Listings” are any information: (1) identifying the listed names of subscribers of a Telecommunications Carrier and such subscribers’ telephone numbers, addressees, or primary advertising classifications (as such classifications are assigned at the time of the establishment of such service), or any combination of such listed names, numbers, addresses or classifications; and (2) that the Telecommunications Carrier or an Affiliate has published, caused to be published, or accepted for publication in any directory format.</p>		<p><u>Parties Agree with proposed language 5/10/07</u></p>
<p>“Disconnect” means the termination of an existing subscriber’s service.</p>		<p><u>Parties Agree with proposed language 5/10/07</u></p>
<p>“Dispute Resolution” shall have the meaning set forth in Section 5.18.</p>		<p><u>Parties Agree with proposed language 5/10/07</u></p>
	<p><u>“Duct”</u> means a structure containing one or more Conduits, usually placed in the ground, which may follow streets, bridges, public or private ROW, in which conductors, cables and/or wires may be installed.</p>	<p>Definition moved from Section 10 into Definitions section of Agreement</p>
<p>“Due Date” means the specific date on which the requested service is to be available to GCI or to</p>		<p><u>Parties Agree with proposed language 5/10/07</u></p>

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
GCI's End User Customers, as applicable		
"End User Customer" is a subscriber to a Telecommunications Service provided by either of the Parties.	"End User Customer" is a subscriber to a Telecommunications Service provided by either of the Parties	Unnecessary because "Customer" has already been defined.
"Enhanced 911" or ("E911") shall have the meaning set forth in Section 10.2.		<u>Parties Agree with proposed language 5/10/07</u>
"Environmental Hazard" means any substance the presence, use, transport, abandonment or disposal of which (i) requires investigation, remediation, compensation, fine or penalty under any Applicable Law (including, without limitation, the Comprehensive Environmental Response Compensation and Liability Act, Superfund Amendment and Reauthorization Act, Resource Conservation Recovery Act, the Occupational Safety and Health Act and provisions with similar purposes in applicable foreign, state and local jurisdictions), or (ii) poses risks to human health, safety or the environment (including, without limitation, indoor, outdoor or orbital space environments) and is regulated under any Applicable Law.		<u>Parties Agree with proposed language 5/10/07</u>
"Exchange Access" means the offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services by a local exchange carrier.		<u>Parties Agree with proposed language 5/10/07</u>
"Exchange Service" or "Local Exchange Service" or "Extended Area Service ("EAS")/Local Traffic" means traffic that is originated and terminated within the same Local Calling Area as determined by the RCA.		<u>Parties Agree with proposed language 5/10/07</u>
"FCC" means the Federal Communications Commission.		<u>Parties Agree with proposed language 5/10/07</u>
"Firm Order Confirmation" ("FOC") is the documentation that provides the due date TELALASKA has assigned to the order.		<u>Parties Agree with proposed language 5/10/07</u>

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
"Grandfathered Services" shall be those services referenced in 47 C.F.R. 51.615 and described in Section 6.	"Grandfathered Services" shall be those services referenced in 47 C.F.R. 51.615 and described in Section 6 mean Telecommunications Services that a Party no longer offers or no longer offers on the same terms and conditions but that the Party continues to make available on such former terms and conditions only to a limited group of Customers that have purchased such Services in the past..	Reference to 51.615 is inappropriate since that is addressing 251(c) obligations.
"ICB" means Individual Case Basis.		Parties Agree with proposed language 5/10/07
"Incumbent Local Exchange Carrier" ("Incumbent LEC" or "ILEC") means with respect to an area, the local exchange carrier that: 1. On February 8, 1996, provided Telephone Exchange Service in such area; and 2. On February 8, 1996, was deemed to be a member, or successor, or assign of the exchange carrier telephone companies that participate in the distribution of Carrier Common Line revenue requirement, pay long term support to association Common Line Tariff participants, or receive payments from the transitional support fund administered by the association.	4.	Parties Agree with proposed language 5/10/07
	"Inner Duct" means a Duct-like raceway smaller than a Duct or Conduit that is inserted into a Duct to enable it to carry multiple conductors, cables and/or wires.	Definition moved from Section 10 into Definitions section of Agreement
"Interconnection Agreement" or "Agreement" is an agreement entered into between TELALASKA and GCI for Interconnection or other services as a result of negotiations, adoption and/or arbitration or a combination thereof pursuant to Section 252 of the Act.		Parties Agree with proposed language 5/10/07
"Interexchange Carrier" ("IXC") means a Carrier that provides interstate or intrastate toll services.		Parties Agree with proposed language 5/10/07

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
“ Interfaces ”, for the purposes of this Agreement, is defined as a means to exchange information in any of several methods, including, but not limited to, manual and/or electronic.		<u>Parties Agree with proposed language 5/10/07</u>
“ Invoice Date ” Date upon which the bill is rendered	“ Invoice Date ” —Date upon which thea Party renders an invoice for Telecommunications Services bill is rendered	<u>Proposed language is clearer than original.</u>
“ Letter of Agency ” (“LOA”) shall be as defined in Section 5.3.	“ Letter of Agency ” (“LOA”) shall be as defined in Section 5.3.	
“ Line Information Database ” or (“ LIDB ”) is a system of databases developed and used by local telephone companies for such services as originating line number screening, calling card validation, billing number screening, calling card fraud and public telephone check. The LIDB systems contain all valid telephone and calling card numbers in their regions and have the necessary information to perform billing validation.		<u>Parties Agree with proposed language 5/10/07</u>
“ Local Calling Area ” is as defined by the RCA.	“ Local Calling Area ” is the local rate center as defined by the RCA	<u>Definition requires clarification to avoid ambiguity</u>
“ Local Exchange Carrier ” (“ LEC ”) means any Carrier that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a Carrier insofar as such Carrier is engaged in the provision of a commercial mobile service under Section 332(c) of the Act, except to the extent that the FCC finds that such service should be included in the definition of such term.		<u>Parties Agree with proposed language 5/10/07</u>
“ Local Exchange Routing Guide ” (“ LERG ”) means a Telcordia Technologies Reference		<u>Parties Agree with proposed language 5/10/07</u>

GCI Proposed Language	TELALASKA Proposed Language	Comment
Document used by LECs and IXC's to identify NPA-NXX routing and homing information as well as Network Element and equipment designations.		
Service" or ("LIS") is the TELALASKA product name for its provision of Interconnection as described in Section 7 of this Agreement.	"Local Interconnection Service" or ("LIS") is defined the TELALASKA product name for its provision of Interconnection as described in Section 7 of this Agreement	<u>LIS is not a TelAlaska product term.</u>
"Local Number Portability" ("LPN") shall have the meaning set forth in Section 10.	"Local Number Portability" ("LPNP") shall have the meaning set forth in Section 10.	<u>Correct typographical error.</u>
"Local Service Request" ("LSR") means the industry standard forms and supporting documentation used for ordering local services.	"Local Service Request" ("LSR") means the industry standard forms and supporting documentation used for ordering local services.	<u>Correct minor spacing problem</u>
"Location Routing Number" ("LRN") means a unique 10-digit number assigned to a Central Office Switch in a defined geographic area for call routing purposes. This 10-digit number serves as a network address and the routing information is stored in a database. Switches routing calls to subscribers whose telephone numbers are in portable NXXs perform a database query to obtain the Location Routing Number that corresponds with the Switch serving the dialed telephone number. Based on the Location Routing Number, the querying Carrier then routes the call to the Switch serving the ported number. The term "LRN" may also be used to refer to a method of LNP.		<u>Parties Agree with proposed language 5/10/07</u>
	"Make Ready" means work required to make requested facilities/ROW available for use by the requesting Party.	

GCI Proposed Language	TELALASKA Proposed Language	Comment
<p>“Master Street Address Guide” (“MSAG”) is a database of street names and house number ranges within their associated communities defining particular geographic areas and their associated Emergency Service Numbers to enable proper routing of 911 calls.</p>		<p><u>Parties Agree with proposed language 5/10/07</u></p>
<p>“Mid-Span Meet” means an interconnection between two networks designated by two Telecommunications Carriers whereby each provides its own cable and equipment up to the meet point of the cable facilities.</p>		<p><u>Parties Agree with proposed language 5/10/07</u></p>
	<p>“Multiple Tenant Environment” (“MTE”) means a structure or structures occupied by more than one tenants.</p>	<p>Definition moved from Section 10 into Definitions section of Agreement</p>
<p>“N-1 Carrier” means the Carrier in the call routing process immediately preceding the terminating Carrier. The N-1 Carrier is responsible for performing the database queries (under the FCC’s rules) to determine the LRN value for correctly routing a call to a ported number.</p>		<p><u>Parties Agree with proposed language 5/10/07</u></p>
<p>“Network Interface Device” (“NID”) is a Network Element (including all of its features, functions and capabilities) that includes any means of Interconnection of End User Customer premises wiring to the Party’s distribution plant, such as a cross connect device used for that purpose.</p>		<p><u>Parties Agree with proposed language 5/10/07</u></p>
<p>“New Service Provider” means the Party to which an End User Customer switches its Local Exchange Service or the Party to which an End User Customer is porting its telephone number(s).</p>	<p>“New Service Provider” means the Party to which an End User Customer switches its Local Exchange Service or the Party to which an End User Customer is porting its telephone number(s).</p>	

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
"911 Service" ("911") shall have the meaning set forth in Section 10.		<u>Parties Agree with proposed language 5/10/07</u>
"North American Numbering Council" ("NANC") means the federal advisory committee chartered by the FCC to analyze, advise, and make recommendations on numbering issues.		<u>Parties Agree with proposed language 5/10/07</u>
"North American Numbering Plan" ("NANP") means the basic numbering plan for the Telecommunications networks located in the United States as well as Canada, Bermuda, Puerto Rico, Guam, the Commonwealth of the Marianna Islands and certain Caribbean Islands. The NANP format is a 10-digit number that consists of a three-digit NPA code (commonly referred to as the area code) followed by a three-digit NXX code and four-digit line number.		<u>Parties Agree with proposed language 5/10/07</u>
"Number Portability Administration Center" ("NPAC") means one (1) of the seven (7) regional number portability centers involved in the dissemination of data associated with ported numbers. The NPACs were established for each of the seven (7) original Bell Operating Company regions so as to cover the fifty (50) states, the District of Columbia, and the U.S. territories in the North American Numbering Plan Area.		<u>Parties Agree with proposed language 5/10/07</u>
"Numbering Plan Area" ("NPA") is also sometimes referred to as an area code. It is a unique three-digit indicator that is defined by the "A," "B," and "C" digits of each 10-digit telephone number within the NANP. Each NPA contains 800 possible NXX Codes. There are two general categories of NPA. "Geographic NPA" is		<u>Parties Agree with proposed language 5/10/07</u>

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
associated with a defined geographic area and all telephone numbers bearing such NPA are associated with services provided within that geographic area. A "Non-Geographic NPA," also known as a "Service Access Code" ("SAC") is typically associated with a specialized Telecommunications Service which may be provided across multiple geographic NPA areas; 500, Toll Free Service NPAs, 700, and 900 are examples of Non-Geographic NPAs.		
"NXX," "NXX Code," "Central Office Code," or "CO Code" is the three-digit Switch entity code which is defined by the "D," "E" and "F" digits of a 10-digit telephone number within the NANP.		<u>Parties Agree with proposed language 5/10/07</u>
"Parity" shall have the meaning set forth in Section 5.		<u>Parties Agree with proposed language 5/10/07</u>
"Party" means either TELALASKA or GCI and "Parties" means TELALASKA and GCI.		<u>Parties Agree with proposed language 5/10/07</u>
"Payment Due Date" shall be as described in Section 5.4.1.		<u>Parties Agree with proposed language 5/10/07</u>
"Person" is a general term meaning an individual, association, corporation, firm, joint-stock company, organization, partnership, trust, or any other form or kind of entity.		<u>Parties Agree with proposed language 5/10/07</u>
"Point of Interface", "Point of Interconnection" ("POI") shall have the meaning defined in Section 7, subsection 7.1.1.3	"Point of Interface", "Point of Interconnection" ("POI")—shall have the meaning defined in Section 7, subsection 7.1.1.3.	<u>Point of Interface is not used in Section 7. We see no reason for two different terms to be used when one suffices.</u>
"Pole Attachment" shall have the meaning set	"Pole Attachment" shall have the meaning set	<u>Moved definition from Section 10 into section</u>

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
forth in Section 10.	forth in Section 10 mean a facility owned or controlled by the purchasing Party that is attached to a pole owned or controlled by the providing Party.	<u>with other definitions.</u>
	“Stub Pole Attachment” shall mean a facility owned or controlled by the purchasing Party that is attached to a stub pole owned or controlled by the providing Party. A stub pole is a short pole utilized for telephone equipment attachments.	<u>Moved definition from Section 10 into section with other definitions</u>
“Port” means a line or trunk connection point, including a line card and associated peripheral equipment, on a Central Office Switch but does not include Switch features. The Port serves as the hardware termination for line or trunk side facilities connected to the Central Office Switch. Each line side port is typically associated with one or more telephone numbers that serve as the Customer’s network address.		<u>Parties Agree with proposed language 5/10/07</u>
“Premises TELALASKA” refers to TELALASKA’s Central Offices and Serving Wire Centers; all buildings or similar structures owned, leased, or otherwise controlled by TELALASKA that house its network facilities; all structures that house TELALASKA facilities on public rights-of-way, including but not limited to vaults containing Loop Concentrators or similar structures; and all land owned, leased, or otherwise controlled by TELALASKA that is adjacent to these Central Offices, Wire Centers, buildings and structures.		<u>Parties Agree with proposed language 5/10/07</u>
“Proprietary Information” shall have the same meaning as Confidential Information.	“Proprietary Information” shall have the same meaning as Confidential Information.	
“Public Safety Answering Point” (“PSAP”) is the public safety communications center where		<u>Parties Agree with proposed language 5/10/07</u>

GCI Proposed Language	TELALASKA Proposed Language	Comment
911/E911 calls for a specific geographic area are answered.		
“Rate Center” identifies the specific geographic point identified by specific vertical and horizontal (“V&H”) coordinates.		<u>Parties Agree with proposed language 5/10/07</u>
“Remote Terminal” (“RT”) means a cabinet, vault, or similar structure at an intermediate point between the End User Customer and TELALASKA’s Central Office, where Loops are aggregated and hauled to the Central Office or Serving Wire Center. A Remote Terminal may contain active electronics such as digital loop carriers, fiber hubs, DSLAMs, etc.		<u>Parties Agree with proposed language 5/10/07</u>
“Resale” See description set forth in section 6.1.1.	“Resale” is defined in section 6 of this Agreement <u>See description set forth in section 6.1.1.</u>	
“Resale and Interconnection Support Processes (“RISP”), for the purposes of this Agreement, provides for the functions of preordering, ordering, provisioning, maintenance and repair and billing as and to the extent required to implement the services required by Section 251(a) and (b) of the Act.		<u>Parties Agree with proposed language 5/10/07</u>
	<u>“Reseller” shall mean the Party reselling the Retail Provider’s Telecommunications Services.</u>	Definition required in order to facilitate meaningful redrafting and clarification of Section 6 governing resale rights.
	<u>“Retail Provider” shall mean the Party whose Telecommunications Services are being resold by the Reseller to its Customers.</u>	Definition required in order to facilitate meaningful redrafting and clarification of Section 6 governing resale rights
	<u>“Right of Way” (“ROW”) means a legal right of access to or passage over land or real property owned by another Person sufficient to permit the</u>	Moved definition from Section 10 into Definitions section of Agreement

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
	<u>providing Party to place Telecommunications facilities on, above, across, along or through such property or to enter multiple tenant environments. Within a MTE, a ROW includes a pathway that is actually used or has been specifically designated for use by the providing Party as part of its transmission and distribution network, where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.</u>	
“Service Date” (“SD”) means the date service is made available to the End User Customer.		<u>Parties Agree with proposed language 5/10/07</u>
“Service Provider” means the Party from which an End User Customer is receiving Telephone Service.		<u>Parties Agree with proposed language 5/10/07</u>
“Serving Wire Center” denotes the Wire Center from which dial tone for Local Exchange Service would normally be provided to a particular Customer premises.		<u>Parties Agree with proposed language 5/10/07</u>
<p>“Signaling System No. 7” (“SS7”) is a common-channel signaling system architecture for performing out-of-band signaling in support of call establishment, billing, routing, and information-exchange functions of the Public Switched Telephone Network (“PSTN”).</p> <p>1) Integrated Services Digital Network User Part (“ISUP”), which provides for transfer of call setup signaling information between signaling points; and</p> <p>2) Transaction Capabilities Application Part (“TCAP”) which provides for transfer of non-</p>		<u>Parties Agree with proposed language 5/10/07</u>

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
circuit related information between signaling points.		
“Single Point Of Contact” (“SPOC”) is defined as points of contact for procedures concerning all activities involved in the ordering, provisioning and maintenance and repair of resold services or for interconnection in accordance with this Agreement.		<u>Parties Agree with proposed language 5/10/07</u>
	“Special Contract” shall have the meaning given it by _____ [?]	Definition required in order to ensure this important concept is properly understood by the Parties.
“SPOC.” See “Single Point Of Contact”.		
	“Stub Pole Attachment” any attachment by the purchasing Party to a stub pole owned or controlled by the providing Party. A stub pole is a short pole utilized for telephone equipment attachments.	
“Tariff” as used throughout this Agreement refers to the providing Party’s local Tariff unless otherwise indicated.	“Tariff” as used throughout this Agreement refers to the providing Party’s local Tariff governing Local Exchange Service, unless otherwise indicated	
“TBD” means To Be Determined.		<u>Parties Agree with proposed language 5/10/07</u>
“Technically Feasible” Interconnection between TELALASKA and GCI switches shall be deemed Technically Feasible absent technical or operational concerns that prevent the fulfillment of a request by a Telecommunications Carrier for such Interconnection. A determination of technical feasibility does not include consideration of economic, accounting, billing, space, or site concerns, except that space and site concerns may be considered in circumstances where there is no		<u>Parties Agree with proposed language 5/10/07</u>

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
possibility of expanding the space available. The fact that an incumbent LEC must modify its facilities or equipment to respond to such request does not determine whether satisfying such request is Technically Feasible. An incumbent LEC that claims that it cannot satisfy such request because of adverse network reliability impacts must prove to the RCA by clear and convincing evidence that such Interconnection would result in specific and significant adverse network reliability impacts.		
“Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received.		<u>Parties Agree with proposed language 5/10/07</u>
“Telecommunications Carrier” means any provider of Telecommunications Services, except that such term does not include aggregators of Telecommunications Services (as defined in Section 226 of the Act). A Telecommunications Carrier shall be treated as a Common Carrier under the Act only to the extent that it is engaged in providing Telecommunications Services, except that the Federal Communications Commission shall determine whether the provision of fixed and mobile satellite service shall be treated as common carriage.		<u>Parties Agree with proposed language 5/10/07</u>
	“Telephone Exchange Service” means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided	<u>Relocated to follow alphabetical listing of Definitions section.</u>

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
	<u>through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.</u>	
"Telecommunications Services" means the offering of Telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.		<u>Parties Agree with proposed language 5/10/07</u>
"Telephone Exchange Service" means a service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to End User Customers intercommunicating service of the character ordinarily furnished by a single exchange, and which is covered by the exchange service charge, or comparable service provided through a system of Switches, transmission equipment or other facilities (or combinations thereof) by which a subscriber can originate and terminate a Telecommunications Service.		<u>Parties Agree with proposed language 5/10/07</u>
"Waste" means all hazardous and non-hazardous substances and materials which are intended to be discarded, scrapped or recycled, associated with activities TELALASKA or GCI or their respective contractors or agents perform at Work Locations. It shall be presumed that all substances or materials associated with such activities, that are not in use or incorporated into structures (including without limitation damaged components or tools, leftovers, containers, garbage, scrap, residues or by products), except for substances and materials that TELALASKA, GCI or their respective contractors or agents intend to use in their original form in connection with similar		<u>Parties Agree with proposed language 5/10/07</u>

Section 4: Definitions

GCI Proposed Language	TELALASKA Proposed Language	Comment
activities, are Waste. Waste shall not include substances, materials or components incorporated into structures (such as cable routes) even after such components or structures are no longer in current use.		
“Wire Center” denotes a building or space within a building that serves as an aggregation point on a given Carrier’s network, where transmission facilities are connected or switched. Wire Center can also denote a building where one or more Central Offices, used for the provision of Basic Exchange Telecommunications Services and Access Services, are located.		<u>Parties Agree with proposed language 5/10/07</u>
“Work Locations” means any real estate that TELALASKA or GCI as appropriate, owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.	“Work Locations” means any real estate that TELALASKA or GCI as appropriate , owns, leases or licenses, or in which it holds easements or other rights to use, or does use, in connection with this Agreement.	

Section 5.0 – General Terms and Conditions

Editing Process: TelAlaska will copy GCI language to its opposite cell and begin redline process to enter the desired language if agreement not reached. This document is then saved and returned to GCI as “Telalaska Version 2- date” (don’t forget to update the footer). This process is then repeated by GCI and returned back to TelAlaska until the desired language is agreed to by both parties. The comments section is reserved for both Parties to make language clarification statements and annotation of when agreement is reached by a statement such as “language agreed – date” The actual language that will be used in the contract remains in “black”, and the disregarded language will be made “gray”.

GCI Proposed Language	TELALASKA Proposed Language	Comments
SECTION 5.0 – GENERAL TERMS AND CONDITIONS		Parties Agree with proposed language 5/15/07
5.1 General Provisions		Parties Agree with proposed language 5/15/07
5.1.1 Scope of this Agreement This Agreement, including the Table of Contents, Section 1.0 through 15.0, and Exhibits A and B specifies the rights and obligations of each Party with respect to the establishment, purchase, and sale of Local Interconnection, Resale of Telecommunications Services, Number Portability, Dialing Parity, Access to Rights-of-Way, and the associated order processing details, as and to the extent required under Section 251(a) and (b) of the Act. This Section 5.0 sets forth the general terms and conditions governing this Agreement. Terms used but not defined herein will have the meanings ascribed to them in the Act, in the FCC’s, and in the RCA’s Rules and Regulations as of the Approval Date of this Agreement.	5.1.1 Scope of this Agreement This Agreement, including its Exhibits, specifies the rights and obligations of each Party with respect to the establishment of the Interconnection pursuant to Section 251 (a) of the Act, and the provision of services pursuant to Sections 251(b) of the Act. This Section 5.0 sets forth the general terms and conditions governing this Agreement. Terms used but not defined in this Agreement will have the meanings ascribed to them in the Act and in the FCC’s and RCA’s regulations as of the Approval Date of this Agreement.	Reason for change: Make more specific reference to governing statutory framework for Agreement. AGREED
5.1.2 The Parties shall notify each other, 45 days in advance, of any network changes that	5.1.2 The Parties shall notify each other 45 days in advance of any network changes that will affect the	AGREED

GCI Proposed Language	TELALASKA Proposed Language	Comments
will affect the other Party's local exchange performance, ability to provide local exchange service or interoperability. Normal maintenance and other activities that are transparent to the other Party and its end users are excluded from this requirement.	other Party's ability to provide Local Exchange Service or Interconnection. Normal maintenance and other activities that are transparent to the other Party and its end users are excluded from this requirement pursuant to this Agreement.	
5.1.3 The rates in Exhibit A are intended to reimburse the Parties for the cost of providing interconnection and resale services including customer conversions, interconnection, resale service, and access to ducts, poles, stub poles, and rights of way. The Parties will not impose unilateral revisions to rate elements contained in Exhibit A, including adding new rate elements not contained in Exhibit A. However, if TELALASKA or GCI later identifies a revision to an existing charge in Exhibit A, or a charge as missing from Exhibit A, the Parties agree to work cooperatively to negotiate a rate for such revision or service. If the Parties are unable to reach agreement, they shall submit the matter to Dispute Resolution or to the RCA. This Section is inapplicable to products and services purchased by the Parties through other means, including but not limited to TELALASKA's or GCI's tariffs.	5.1.3 In consideration of the services provided by one Party to the other Party as set forth in this Agreement, the Party receiving services shall pay the charges set forth in Exhibit A. The Parties will not unilateral revise the rates set forth in Exhibit A, including adding new rate elements not contained in Exhibit A. However, if either Party identifies a need to revise an existing rate in Exhibit A, or that a rate is missing from Exhibit A, the Parties agree to work cooperatively to negotiate such revisions or rates. If the Parties are unable to reach agreement, they shall submit the matter to Dispute Resolution.	Reason for change: Simplify; make more generic. 5/24/07: AGREED
5.1.4 Intentionally Left Blank.		Parties Agree with proposed language 5/15/07
5.1.5 Each Party is solely responsible for the services it provides to its End User Customers and other Telecommunications Carriers and for all communications regarding such services. This provision is not intended to limit the liability of either Party for its failure to perform	5.1.5 Intentionally Left Blank.	Reason for change: Contents of this provision appear elsewhere in Agreement. AGREED

Section 5.0 – General Terms and Conditions

GCI Proposed Language	TELALASKA Proposed Language	Comments
under this Agreement.		
5.1.6 Intentionally Left Blank.		Parties Agree with proposed language 5/15/07
5.2 Term of Agreement		Parties Agree with proposed language 5/15/07
5.2.1 This Agreement shall be deemed effective upon the RCA's Approval Date of this Agreement. No order or request for services under this Agreement shall be processed, with the exception of noncommercial testing, until this Agreement is so approved unless otherwise agreed to, in writing by the Parties or as may be allowed by RCA order.	5.2.1 This Agreement shall be deemed effective as of the Approval Date. No order or request for services under this Agreement shall be processed, with the exception of noncommercial testing, until this Agreement is so approved unless otherwise agreed to in writing by the Parties.	AGREED
5.2.2 The initial term of this Agreement shall be five (5) years and commence as of the RCA's Approval Date.	5.2.2 The initial term of this Agreement shall be five (5) two (2) years and commence <u>commencing</u> as of the RCA's Approval Date.	<u>5/24/07: OPEN</u>
5.2.3 Upon expiration of the initial term of this Agreement, the term of this Agreement shall be automatically extended for a one-year (1-year) term unless either Party provides to the other Party written notice of termination of this Agreement at least 180 days prior to the end of the initial term. If the term of this Agreement is so extended, the extended term shall be automatically extended for successive one-year (1-year) terms unless either Party provides to the other Party written notice of termination at least 180 days prior to the end of any such extended term of this Agreement.		Parties Agree with proposed language 5/15/07
5.3 Letter of Agency		Parties Agree with proposed language 5/15/07

Section 5.0 – General Terms and Conditions

GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>5.3.1 Each Party agrees and certifies that, prior to submitting a preorder request or order request to the other Party relating to an existing End User Customer, it will obtain a valid Letter of Agency (LOA) or/and Third Party Validation (TPV) authorizing the requesting Party, on the End User Customer's behalf, to obtain End User Customer information and change End User Customer's telecommunications service provider. The LOA and TPV shall include confirmation that the request is made by: (1) the party identified in the account record of the existing common carrier as responsible for payment of the telephone bill; (2) an adult person authorized by such party to change telecommunications services or to charge services to the account; or (3) a person contractually or otherwise lawfully authorized to represent such party regarding changes in telecommunications services. Access shall be provided to the customer data for any subscriber without requiring production of a signed LOA or TPV based upon the blanket representation that the subscriber has authorized the Party to obtain such data. TELALASKA and GCI have the right, at any time, to audit a claim that a valid LOA or TPV exists. Upon five (5) days' notice, TELALASKA or GCI shall produce, either in person or electronically, a copy of the valid LOA or TPV. If a dispute arises, and the dispute resolution process described in Section 5.18 of this Agreement is invoked, neither TELALASKA nor GCI will block, disconnect, or deny access to customer data, order processing, provisioning of services, repair and</p>	<p>5.3.2 Each Party agrees and certifies that, prior to submitting a preorder request or order request to the other Party relating to an existing End User Customer, it will obtain <u>it will provide the other Party a copy of a valid Letter of Agency (LOA) or/and Third Party Validation (TPV) authorizing the requesting Party, on the End User Customer's behalf, to obtain End User Customer information and change the End User Customer's telecommunications Exchange sService provider.</u> The LOA and TPV shall include confirmation that the request is made by: (1) the party <u>Customer</u> identified in the account record of the existing common carrier <u>Current Service Provider</u> is as responsible for payment of the telephone bill; (2) an adult person authorized by such party <u>Customer</u> to change tTelecommunications sServices or to charge services to the account; or (3) a pPerson contractually or otherwise lawfully authorized to represent such party <u>Customer</u> regarding changes in tTelecommunications sServices. Aceess shall be provided to the customer data for any subscriber without requiring production of a signed LOA or TPV based upon the blanket representation that the subscriber has authorized the Party to obtain such data. TELALASKA and GCI have the right, at any time, to audit a claim that a valid LOA or TPV exists. Upon five (5) days' notice, TELALASKA or GCI shall produce, either in person or electronically, a copy of the valid LOA or TPV. If a dispute arises, and the dispute resolution process described in Section 5.18 of this Agreement is invoked, neither TELALASKA nor GCI will block, disconnect, or deny access to customer data, order processing, provisioning of services, repair and maintenance, or</p>	<p>Reason for change: FCC rules prohibit Current Service Provider from requesting LOA from existing Customer, but not from requesting it from New Service Provider as a condition for fulfilling the Customer transfer request.</p> <p><u>05/23/07: OPEN</u></p> <ul style="list-style-type: none"> ▪ <u>Stefan to work out language with Mark Moderow</u> ▪ <u>GCI not in agreement with providing LOA at time of order</u>

GCI Proposed Language	TELALASKA Proposed Language	Comments
maintenance, or any other services, processes, or procedures defined in this Agreement, during the Dispute Resolution process. Audits requested, without an associated consumer complaint or Commission inquiry, may be billed by the responding party to the requesting party for time spent in complying and providing audit information.	any other services, processes, or procedures defined in this Agreement, during the Dispute Resolution process. Audits requested, without an associated consumer complaint or Commission inquiry, may be billed by the responding party to the requesting party for time spent in complying and providing audit information.	
5.4 Payment		Parties Agree with proposed language 5/15/07
5.4.1 The Parties shall provide a billing once per month for recurring services to be provided for that month and for nonrecurring services from the previous month or months. The billing shall be made available on the billing Party's website or via e:mail as the billing Party prefers on the Invoice Date in the format specified in the Operations Manual. The Parties agree to pay all amounts billed under this Agreement within twenty (20) thirty (30) days of the Invoice Date. Payment shall be made in immediately available funds. If the Payment Due Date falls on a weekend or on a Holiday, the Payment Due Date shall be the first business day following such weekend or Holiday. If payment is not received by the Payment Due Date, past-due amounts will be subject to late payment charges as set-forth in Section 5.4.7 below.	5.4.1 The Parties shall provide a billing once per month for recurring services to be provided for that month and for nonrecurring services from the previous month or months. The billing shall be made available on the billing Party's website or via e:mail as the billing Party prefers on the Invoice Date in the format specified in the Operations Manual. The Parties agree to pay all amounts billed under this Agreement within twenty (20) days of the Invoice Date. Payment shall be made in immediately available funds. If the Payment Due Date falls on a weekend or on a Holiday, the Payment Due Date shall be the first business day following such weekend or Holiday. If payment is not received by the Payment Due Date, past-due amounts will be subject to late payment charges as set-forth in Section 5.4.7 below.	<u>5/24/07: OPEN</u> <u>GCI agrees with TelAlaska with the exception of # of days</u>
5.4.2 Intentionally Left Blank.		Parties Agree with proposed language 5/15/07
5.4.3 Intentionally Left Blank.		Parties Agree with proposed language 5/15/07
5.4.4 If GCI or TELALASKA dispute, in	5.4.4 If either Party disputes, in good faith, any	AGREE

Section 5.0 – General Terms and Conditions

GCI Proposed Language	TELALASKA Proposed Language	Comments
good faith, any portion of the nonrecurring charges or monthly billing under this Agreement, the billed Party will pay the disputed charges and notify the billing Party in writing no later than the payment due date identifying the amount, reason, and rationale of such dispute. The Parties agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies.	portion of the nonrecurring charges or monthly billing under this Agreement, the billed Party will pay the disputed charges and notify the billing Party in writing no later than the payment due date identifying the amount, reason, and rationale of such dispute. The Parties agree to expedite the investigation of any disputed amounts, promptly provide all documentation regarding the amount disputed that is reasonably requested, and work in good faith in an effort to resolve and settle the dispute through informal means prior to initiating any other rights or remedies.	
5.4.4.1 In the event a disputed amount is ultimately resolved in the billed Party's favor, the billing Party agrees to pay interest to the billed Party at the interest rate 0.02734% per day or, if less, the daily rate associated with the maximum annual rate of interest allowed under law.	5.4.4.1 In the event a disputed amount is ultimately resolved in the billed Party's favor, the billing Party agrees to pay interest to the billed Party at the interest rate 0.02734% per day or, if less, the daily rate associated with the maximum annual rate of interest allowed under Applicable Law.	AGREED 5/15/07
5.4.4.2 If disputed charges are resolved in favor of the billed Party, the billing Party shall, no later than the second bill date after the resolution of the dispute: (1) credit the billed Party's bill for the disputed amount and any associated interest or (2) pay the remaining amount to the billed Party, if the disputed amount is greater than the bill to be credited.		Parties Agree with proposed language 5/15/07
5.4.4.3 If an error is discovered on a bill, the	5.4.4.3 If an error is discovered on a bill, the billing	5/24/07 AGREED

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GCI Proposed Language	TELALASKA Proposed Language	Comments
Parties may dispute the bill or bill the additional charge during a period up to six (6) months after the date of the bill. Both Parties shall use the dispute resolution provisions of this agreement to resolve the discovered error.	Party may bill the additional charge during a period up to six (6) months after the date of the bill. The Parties shall use the Dispute Resolution provisions of this Agreement to resolve the discovered error.	
<p><u>5.4.5 In recognition of their existing business relationships over 10 years, the Parties agree that no initial deposit shall be required for the additional services provided under this Agreement.</u> If either Party is repeatedly delinquent in making its payments or is being reconnected after a disconnection of service or discontinuance of the processing of orders due to a previous nonpayment of amounts due, the billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received after the payment due date, two (2) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the preceding three (3) months of the services ordered pursuant to this Agreement. The deposit may be a surety bond if allowed by the applicable RCA regulations or a letter of credit with terms and conditions acceptable to the billing Party. Required deposits are due and payable within thirty (30) calendar days after demand by the</p>	<p>5.4.5 If either Party is repeatedly delinquent in making its payments or is being reconnected after a disconnection of service or discontinuance of the processing of orders due to a previous nonpayment of amounts due, the billing Party may require a deposit to be held as security for the payment of charges before the orders from the billed Party will be provisioned and completed or before reconnection of service. "Repeatedly delinquent" means any payment received after the payment due date, two (2) or more times during a twelve (12) month period. The deposit may not exceed the estimated total monthly charges for an average two (2) month period within the preceding three (3) months of the services ordered pursuant to this Agreement. The deposit may be a surety bond if allowed by the applicable RCA regulations or a letter of credit with terms and conditions acceptable to the billing Party. Required deposits are due and payable within thirty (30) calendar days after demand by the billing Party.</p>	<p><u>5/24/07 OPEN</u></p>

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GCI Proposed Language	TELALASKA Proposed Language	Comments
billing Party.		
5.4.6 The billing Party may review the billed Party's level of services periodically and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in Section 5.4.5.	5.4.6 The billing Party may review the billed Party's level of services periodically and modify the amount of deposit required but in no event will the maximum amount exceed the amount stated in this Section 5.	AGREED 5/17/07
5.4.7 Amounts due and payable, which are not paid on or before the Payment Due Date including amounts that are the subject of dispute resolution under 5.18, are subject to a one time late charge plus a recurring finance charge assessed on the total amount outstanding at a rate of 0.02734% per day or, if less, the daily rate associated with the maximum annual rate of interest allowed under law.	5.4.7 Amounts due and payable, which are not paid on or before the Payment Due Date including amounts that are the subject of Dispute Resolution hereunder, are subject to a one time late charge plus a recurring finance charge assessed on the total amount outstanding at a rate of 0.02734% per day or, if less, the daily rate associated with the maximum annual rate of interest allowed under law.	AGREED 5/17/07
5.4.8 In consideration of the services provided by one Party to the other Party as set forth in this Agreement, the other Party shall pay the charges set forth in Exhibit A.	5.4.8 Intentionally Left Blank	Moved to 5.1.3 AGREED 5/24/07
5.4.9 Intentionally Left Blank		Parties Agree with proposed language 5/15/07
5.4.10 Both Parties are responsible for communicating with their own End-Users and shall not contact the other Parties End-Users in regard to Payment or service provision.	5.4.10 Neither Party shall contact the other Party's Customer in regard to payment issues.	AGREED 5/24/07
5.5 Taxes		Parties Agree with proposed language 5/15/07

Section 5.0 – General Terms and Conditions

GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>5.5.1 Any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges (excluding any taxes levied on income) resulting from the performance of this Agreement shall be borne by the Party upon which the obligation for payment is imposed under applicable law, even if the obligation to collect and remit such taxes is placed upon the other Party. However, where the selling Party is permitted by law to collect such taxes, fees or surcharges, from the purchasing Party, such taxes, fees or surcharges shall be borne by the Party purchasing the services. Each Party is responsible for any tax on its corporate existence, status, or income. Whenever possible, these amounts shall be billed as a separate item on the invoice. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party so obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest.</p>	<p>5.5.1 Each Party shall be responsible for the payment of any Federal, state or local excise, license, sales, use, or other taxes or tax-like charges resulting from the performance of this Agreement and imposed on it by Applicable Law, even if the obligation to collect and remit such taxes is placed upon the other Party. Where the selling Party is permitted by law to collect such taxes, fees or surcharges from the purchasing Party, such taxes, fees or surcharges shall be borne by the purchasing Party. Whenever possible, these amounts shall be billed as a separate item on the invoice. The Party obligated to collect and remit taxes shall do so unless the other Party provides such Party with the required evidence of exemption. The Party obligated to pay any such taxes may contest the same in good faith, at its own expense, and shall be entitled to the benefit of any refund or recovery, provided that such Party shall not permit any lien to exist on any asset of the other Party by reason of the contest. The Party obligated to collect and remit taxes shall cooperate fully in any such contest by the other Party by providing records, testimony and such additional information or assistance as may reasonably be necessary to pursue the contest. Each Party is responsible for any tax on its corporate existence, status, or income.</p>	<p>5/25/07: AGREE</p> <p>☐</p> <p><u>Taxes and surcharge matrix should be placed Ops Manual</u></p>
<p>5.6 Insurance</p>		<p>Parties Agree with proposed language 5/15/07</p>
<p>5.6.1 Each Party shall, at its expense, obtain</p>	<p>5.6.1 Each Party shall, at its expense, obtain and</p>	<p>Language acceptable pending review by</p>

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GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>and keep in force during the term of this Agreement, the following types and minimum limits of insurance:</p> <p><u>Commercial General Liability</u> - \$10 Million per combined single limit applying occurrence to bodily injury and property damage.</p> <p><u>Worker's Compensation Insurance</u> - Statutory</p> <p><u>Employer's Liability</u> \$1 Million</p> <p><u>Automotive Liability</u> - \$1 Million per occurrence</p> <p>"All Risk" Property Coverage (self insured acceptable): Full replacement cost basis insuring all of the Party's personal property situated on or within the Premises or Remote Premises of the other Party.</p>	<p>keep in force during the term of this Agreement, the following types and minimum limits of insurance:</p> <p><u>Commercial General Liability</u> - \$10 Million per combined single limit applying occurrence to bodily injury and property damage.</p> <p><u>Worker's Compensation Insurance</u> - Statutory</p> <p><u>Employer's Liability</u> \$1 Million</p> <p><u>Automotive Liability</u> - \$1 Million per occurrence</p> <p>"All Risk" Property Coverage (self insured acceptable): Full replacement cost basis insuring all of the Party's personal property situated on or within the Premises or Remote Premises of the other Party.</p>	<p>TelAlaska underwriter.</p>
<p>5.6.2 Required limits may be satisfied through primary and umbrella or excess policies; all insurance coverage shall be underwritten by companies having a Bests rating of A- or better and are licensed to do business in the State of Alaska. All policies required by the Parties shall be deemed to be primary and not contributing to or in excess of any similar insurance coverage purchased or maintained by either Party.</p>	<p>5.6.2 Required limits may be satisfied through primary and umbrella or excess policies; all insurance coverage shall be underwritten by companies having a Bests rating of A- or better and are licensed to do business in the State of Alaska. All policies required by the Parties shall be deemed to be primary and not contributing to or in excess of any similar insurance coverage purchased or maintained by either Party.</p>	<p>Language acceptable pending review by TelAlaska underwriter.</p>
<p>5.6.3 Each policy shall contain a waiver of subrogation clause.</p>	<p>5.6.3 Each policy shall contain a waiver of subrogation clause.</p>	<p>Language acceptable pending review by TelAlaska underwriter.</p>
<p>5.6.4 All policies, as permitted by law, shall be</p>	<p>5.6.4 To the extent permitted by law, all policies, of</p>	<p>Language pending review by TelAlaska</p>

GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>endorsed to name each Party as an Additional Insured at the time that Party occupies or uses the other Party's space. The Parties shall produce Certificate(s) of Insurance, including a copy of the Additional Insured Endorsement, prior to each Party's performance under this Agreement and annually thereafter as long as a Party uses or occupies the other Party's space. Each Party, or its insurer, shall provide the other Party with sixty (60) days' advance written notice of any material change or cancellation of any of the coverage specified above. All insurance shall remain in force so long as this Agreement is in effect or a Party's equipment remains within the other Party's space, whichever is later. Each Party's obligation to provide insurance coverage is intended to cover any liabilities arising out of this Agreement.</p>	<p>a Party, shall be endorsed to name the other Party as an Additional Insured at the time that the insured Party occupies or uses the other Party's property or facilities hereunder. So long as a Party uses or occupies the other Party's property or facilities in the performance of this Agreement, it shall produce certificate(s) of Insurance, including a copy of the Additional Insured Endorsement prior to commencing performance under this Agreement and annually thereafter. Each Party, or its insurer, shall provide the other Party with sixty (60) days' advance written notice of any material change or cancellation of any of the coverage specified above. All insurance shall remain in force so long as this Agreement is in effect or a Party's personnel or equipment remains within the other Party's property or facilities, whichever is later. Each Party's obligation to provide insurance coverage is intended to cover any liabilities arising out of this Agreement.</p>	<p>underwriter.</p> <p>AGREED 5/24/07</p>
<p>5.7 Force Majeure</p>		<p>Parties Agree with proposed language 5/15/07</p>
<p>5.7.1 Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, volcano eruptions, earthquakes, mud slides, avalanches, tsunami, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier or unusually severe weather. No delay or other failure to perform shall be excused pursuant to this</p>	<p>5.7.1 Neither Party shall be held liable for any delay or failure in performance under this Agreement from any cause beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, volcano eruptions, earthquakes, mud slides, avalanches, tsunami, sea level changes, melting permafrost, extreme cold, nuclear accidents, floods, power blackouts, strikes, work stoppage affecting a supplier, or other unusually severe weather. No delay or other failure to perform shall be excused pursuant to this Section</p>	<p>5/24/07 AGREED</p>

GCI-Proposed Language	TELALASKA Proposed Language	Comments
<p>Section 5.7 unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's specific obligation(s) under this Agreement, the due date for the performance of such original obligation(s) shall be extended by a term equal to the time lost by reason of the delay, but such extension shall not work to extend the then current term of this Agreement. In the event of such delay, the delaying Party shall provide prompt notice to the other Party of the force majeure event, the probable delay, and the arrangements for performance.</p>	<p>unless delay or failure and consequences thereof are beyond the control and without the fault or negligence of the Party claiming excusable delay or other failure to perform. In the event of any such excused delay in the performance of a Party's specific obligation(s) under this Agreement, the due date for the performance of such original obligation(s) shall be extended by a term equal to the time lost by reason of the delay (and the other Party shall likewise be excused from performance of its obligations for an equal period to the extent such Party's obligations relate to the performance interfered with), but such extension shall not work to extend the then current term of this Agreement. In the event of such delay, the delaying Party shall provide prompt notice to the other Party of the force majeure event, the probable delay, and the arrangements for performance.</p>	
<p>5.8 Limitation of Liability</p>		<p>Parties Agree with proposed language 5/15/07</p>
<p>5.8.1 Neither Party shall be responsible to the other for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss. The providing Party's liability to the other Party for any other losses shall be limited to a cumulative of the total amounts charged to the purchasing Party under this Agreement during the contract year in which the cause accrues or arises.</p>	<p>5.8.1 Neither Party shall be responsible to the other for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) damages for loss of anticipated profits or revenue or other economic loss. The providing Party's liability to the other Party for any other losses shall be limited to a cumulative of the total amounts charged to the purchasing Party under this Agreement during the contract year in which the cause accrues or arises. With respect to any claim or suit for damages arising out of mistakes, omissions, defects in transmission, interruptions, failures, delays or</p>	<p>Reason for change: Clarify extent of liability and limitations thereon.</p> <p><u>5/24/07: OPEN</u></p>

GCI Proposed Language	TELALASKA Proposed Language	Comments
	<p>errors occurring in the course of furnishing any service hereunder, the liability of the Party furnishing the affected service, if any, shall not exceed an amount equivalent to the proportionate charge to the other Party for the period of that particular service during which such mistakes, omissions, defects in transmission, interruptions, failures, delays or errors occurs and continues; provided, however, that any such mistakes, omissions, defects in transmission, interruptions, failures, delays, or errors which are caused by the negligence or willful act or omission of the complaining Party or which arise from the use of the complaining Party's facilities or equipment shall not result in the imposition of any liability whatsoever upon the Party furnishing service.</p>	
<p>5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result.</p>	<p>5.8.2 Neither Party shall be liable to the other for indirect, incidental, consequential, or special damages, including (without limitation) damages for lost profits, lost revenues, lost savings suffered by the other Party regardless of the form of action, whether in contract, warranty, strict liability, tort, including (without limitation) negligence of any kind and regardless of whether the Parties know the possibility that such damages could result. <u>NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR SPECIAL DAMAGES SUFFERED BY SUCH OTHER PARTY (INCLUDING WITHOUT LIMITATION DAMAGES FOR HARM TO BUSINESS, LOST REVENUES, LOST SAVINGS, OR LOST PROFITS SUFFERED BY SUCH OTHER PARTY), REGARDLESS OF THE FORM</u></p>	<p><u>5/24/07: OPEN</u></p>

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	OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY, OR TORT, INCLUDING WITHOUT LIMITATION NEGLIGENCE OF ANY KIND WHETHER ACTIVE OR PASSIVE (BUT NOT INCLUDING WILLFUL OR INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE), AND REGARDLESS OF WHETHER THE PARTIES KNEW OF THE POSSIBILITY THAT SUCH DAMAGES COULD RESULT. EACH PARTY HEREBY RELEASES THE OTHER PARTY (AND SUCH OTHER PARTY'S AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS) FROM ANY SUCH CLAIMS.	
5.8.3 Nothing contained in this section shall limit either Party's liability to the other for (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.	5.8.3 Nothing contained in this section shall will limit either Party's liability to the other for <u>bodily injury, death or damage to real or tangible personal property.</u> (i) willful or intentional misconduct or (ii) damage to tangible real or personal property proximately caused solely by such Party's negligent act or omission or that of their respective agents, subcontractors, or employees.	5/24/07: OPEN
5.8.4 Nothing contained in this Section 5.8 shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section 5.8 limit a Party's liability for failing to make any payment due under this Agreement.	5.8.4 Nothing contained in this Section shall limit either Party's obligations of indemnification specified in this Agreement, nor shall this Section limit a Party's liability for failing to make any payment due under this Agreement.	AGREED 5/17/07
5.9 Indemnity		Parties Agree with proposed language 5/15/07
5.9.1 To the extent not prohibited by law,	5.9.1 To the extent not prohibited by law, each	

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<p>each Party shall, and hereby agrees to, defend at the other's request indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnatee") against and in respect to any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement or any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit by any third-party (a "Claim"): (i) based upon injuries or damage or death to any person, property or the environment arising out of or in connection with this Agreement, that are the result of or arising out of such Indemnifying Party's actions or omissions, including negligence or willful acts, breach of Applicable Law, or breach of representations or covenants made in this Agreement, or the actions, breach of Applicable Law or of this Agreement by its officers, directors, employees, agents and subcontractors; or (ii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from the Indemnifying Party's or the Indemnifying Party's Customer's use of the Ancillary Functions, Local Services, or other</p>	<p>Party shall, and hereby agrees , at the other's request, to defend, indemnify and hold harmless the other Party and each of its officers, directors, employees and agents (each, an "Indemnatee") against and in respect to any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement or any nature or kind, known or unknown, liquidated or unliquidated, including without limitation all reasonable costs and expenses incurred (legal, accounting or otherwise) (collectively, "Damages") arising out of, resulting from or based upon any pending or threatened claim, demand, action, proceeding or suit by any third-party (a "Claim"): (i) based upon injuries or damage or death to any person, property or the environment arising out of or in connection with this Agreement, that are the result of or arising out of Indemnifying Party's actions or omissions, including negligence or willful acts, breach of Applicable Law, or breach of representations or covenants made in this Agreement, or the actions, breach of Applicable Law or of this Agreement by its officers, directors, employees, agents and subcontractors; or (ii) for actual or alleged infringement of any patent, copyright, trademark, service mark, trade name, trade dress, trade secret or any other intellectual property right now known or later developed (referred to as "Intellectual Property Rights") to the extent that such claim or action arises from the Indemnifying Party's or the Indemnifying Party's performance hereunder.</p>	<p>5/24/07 AGREED</p>

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services provided under this Agreement.		
<p>5.9.2 The Indemnifying Party under this section agrees to defend any suit brought against the other Party either individually or jointly with the Indemnitee for any such loss, injury, liability, claim or demand. The Indemnitee agrees to notify the other Party promptly, in writing, of any written claims, lawsuits, or demands for which it is claimed that the indemnifying Party is responsible under this section and to cooperate in every reasonable way to facilitate defense or settlement of claims. The Indemnifying Party shall have complete control over defense of the case and over the terms of any proposed settlement or compromise thereof. The Indemnifying Party shall not be liable under this section for settlement by the Indemnitee of any claim, lawsuit, or demand, if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the claim, lawsuit, or demand tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the Indemnifying Party shall be liable for any reasonable settlement made by the Indemnitee without approval of the Indemnifying Party. This indemnification includes regulatory liability that may be incurred by either Party, such as the Occupational Safety and Health Administration ("OSHA").</p>	<p>5.9.2 The Indemnifying Party under this section agrees to defend at its cost any Claim brought against the other Party. The Indemnitee agrees to notify the Indemnifying Party promptly, in writing, of any written Claims, for which it claims that the Indemnifying Party is responsible under this Section, and to cooperate in every reasonable way to facilitate defense or settlement of such Claims. The Indemnifying Party shall have complete control over defense of the Claim and over the terms of any proposed settlement or compromise thereof. The Indemnitee may also choose to participate in or observe such defense at its own cost. The Indemnifying Party shall not be liable under this section for settlement by the Indemnitee of any Claim, if the Indemnifying Party has not approved the settlement in advance, unless the Indemnifying Party has had the defense of the Claim tendered to it in writing and has failed to assume such defense. In the event of such failure to assume defense, the Indemnifying Party shall be liable for any reasonable settlement made by the Indemnitee without approval of the Indemnifying Party. This indemnification includes regulatory liability that may be incurred by either Party.</p>	<p>5/24/07: AGREED</p>
5.9.3 Each Party agrees to indemnify and	5.9.3 Each Party agrees to indemnify and hold	AGREED 5/24/07

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hold harmless the other Party from all Claims and Damages arising from the Indemnifying Party's discontinuance of service to one of the Indemnifying Party's Customers for nonpayment.	harmless the other Party from all Claims and Damages arising from the Indemnifying Party's discontinuance of service to one of the Indemnifying Party's Customers for nonpayment.	
5.10 Intellectual Property Rights		Parties Agree with proposed language 5/15/07
5.10.1 Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent set forth in this Agreement and necessary for the Parties to use any facilities or equipment (including software), or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark or trade secret, or other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. To the extent not precluded by law or agreement with third-parties, and when available, each Party shall, in good faith, use its best efforts and assist in seeking to obtain any licenses or sublicenses in relation to the intellectual property used in its network that may be required to enable the other Party to receive services as provided within this Agreement. Any costs, fees, or expenses associated with obtaining and use of the license is to be borne by the Party receiving the service.	5.10.1 Any intellectual property, which originates from or is developed by a Party, shall remain in the exclusive ownership of that Party. Except for a limited license to use patents or copyrights to the extent set forth in this Agreement and necessary for the Parties to use any facilities or equipment (including software), or to receive any service solely as provided under this Agreement, no license in patent, copyright, trademark, trade secret, trade name, logo or any other proprietary or intellectual property right now or hereafter owned, controlled or licensable by a Party, is granted to the other Party or shall be implied or arise by estoppel. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.	Reason for change: Reorganize text among subsections more logically. AGREED 5/24/07
5.10.2 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect	5.10.2 Except as expressly provided in this Intellectual Property Section, nothing in this Agreement shall be construed as the grant of a license, either express or implied, with respect to	OPEN 5/24/07 ▪ GCI requires clarification regarding

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to any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties.	any patent, copyright, logo, trademark, trade name, trade secret or any other intellectual property right now or hereafter owned, controlled or licensable by either Party. Neither Party may use any patent, copyright, logo, trademark, trade name, trade secret or other intellectual property rights of the other Party or its Affiliates without execution of a separate agreement between the Parties. To the extent not precluded by law or agreement with third parties, and when available, each Party shall, in good faith, use its best efforts and assist in seeking to obtain any licenses or sublicenses in relation to the intellectual property used in its network that may be required to enable the other Party to receive services as provided within this Agreement. Any costs, fees, or expenses associated with obtaining and use of the license is to be borne by the Party receiving the service.	<u>Telalaska language</u>
5.11 Warranties		Parties Agree with proposed language 5/15/07
5.11.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. BOTH PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE AND THAT ALL PRODUCTS AND	5.11.1 EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. BOTH PARTIES DISCLAIM, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR FROM USAGES OF TRADE. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THIS AGREEMENT, ALL PRODUCTS AND	AGREED 5/24/07

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SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS" WITH ALL FAULTS ON A PARITY BASIS.	SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS".	
5.12 Assignment and Subcontract		Parties Agree with proposed language 5/15/07
5.12.1 Neither Party shall assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third-party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to a corporate Affiliate or an entity under its common control without the consent of the other Party, provided that the performance of this Agreement by any such assignee is guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is <i>void ab initio</i> . Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.	5.12.1 Neither Party shall assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, either Party may assign or transfer this Agreement to an entity qualifying as an Affiliate, without the consent of the other Party, provided that the performance of this Agreement by any such assignee shall remain guaranteed by the assignor. Any attempted assignment or transfer that is not permitted is <i>void ab initio</i> . Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns.	AGREED 5/24/07
5.12.2 Any transfers of exchanges by TELALASKA to any unaffiliated party shall be subject to RCA review and approval.	5.12.2 The foregoing is not intended to preempt or affect any regulatory approval required for a Party's transfer or assignment of licenses, authorizations, facilities or contractual rights or obligations used in the performance of this Agreement.	Reason for change: Clarify intent. AGREED 5/24/07
5.13 Default		Parties Agree with proposed language 5/15/07
5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this	5.13.1 If either Party defaults in the payment of any amount due hereunder, or if either Party violates any other material provision of this	5/24/07: OPEN ▪ GCI does not agree with suspension of

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Agreement, and such default or violation shall continue for thirty (30) calendar Days after written notice thereof, either Party may either seek relief in accordance with the Dispute Resolution provision of this Agreement or pursue other legal options to collect. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.	Agreement, and such default or violation shall continue for thirty (30) calendar Days after written notice thereof, either the other Party may either seek relief in accordance with the Dispute Resolution provision of this Agreement or pursue other legal options to collect suspend performance affected by such nonpayment, or both. The failure of either Party to enforce any of the provisions of this Agreement or the waiver thereof in any instance shall not be construed as a general waiver or relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.	<u>service</u>
5.14 Disclaimer of Agency		Parties Agree with proposed language 5/15/07
5.14.1 Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.	5.14.1 Except for provisions herein expressly authorizing one Party to act for the other, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create, or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.	AGREED 5/17/07
5.15 Severability		Parties Agree with proposed language 5/15/07
5.15.1 Subject to Section 5.25 - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason by a regulatory	5.15.1 Subject to the Section entitled - Regulatory Approvals, if any part of this Agreement is held to be invalid for any reason by a regulatory agency or	Reason for change: Eliminate specific section number cross-references in case final numbering changes in provisions results in erroneous cross-

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agency or court having jurisdiction, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.	court having jurisdiction, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.	references. AGREED 5/24/07
5.16 Nondisclosure		Parties Agree with proposed language 5/15/07
5.16.1 All information, including but not limited to specifications, microfilm, photocopies, magnetic disks, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, financial reports, and market data, (i) furnished by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") dealing with business or marketing plans, End User Customer specific, facility specific, or usage specific information, other than End User Customer information communicated for the purpose of providing Directory Assistance or publication of directory databases; (ii) in written, graphic, electromagnetic, or other tangible form and marked at the time of delivery as "Confidential" or "Proprietary"; (iii) communicated and declared to the Receiving Party at the time of delivery, or by written notice given to the Receiving Party within ten (10) calendar Days after delivery, to be "Confidential" or "Proprietary" (collectively referred to as "Proprietary Information"). shall remain the property of the Disclosing Party. When the Receiving Party receives Proprietary Information via an oral communication, it may request	5.16.1 For the purposes of this Agreement, "Confidential Information" means confidential or proprietary technical, customer, end user, or network information (including forecasting information) given by one Party (the "Discloser") to the other (the "Recipient"), which is disclosed by one Party to the other during negotiation or performance of this Agreement. Such Confidential Information will automatically be deemed proprietary to the Discloser and subject to this Section, unless otherwise confirmed in writing by the Discloser. All other information, which is indicated and marked as Confidential Information at the time of disclosure shall also be, treated as Confidential Information under this Section. The Recipient agrees (i) to use Confidential Information only for the purpose of performing under this Agreement, (ii) to hold it in confidence and disclose it to no one other than (a) its employees having a need to know for the purpose of performing under this Agreement, and (b) agents and representatives, including without limitation, attorneys, who are under a legal obligation to maintain the confidentiality of disclosures, and (iii) to safeguard it from unauthorized use or disclosure using at least the same degree of care with which the Recipient safeguards its own Confidential	Reason for change: Conform to draft wireless agreement; clarify intent; substitute "Confidential Information" for "Proprietary Information" as more encompassing term. Recommend deletion of definition of Proprietary Information in Section 4. AGREED 5/24/07

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written confirmation that the material is Proprietary Information. When the Disclosing Party delivers Proprietary Information via an oral communication, it may request written confirmation that the Receiving Party understands that the material is Proprietary Information. The Disclosing Party shall have the right to correct an inadvertent failure to identify information as Proprietary Information by giving written notification to the Receiving Party within thirty (30) Days after the information is disclosed. The Receiving Party shall from that time forward, treat such information as Proprietary Information.	Information.	
5.16.2 Upon request by the Disclosing Party, the Receiving Party shall return all tangible copies of Proprietary Information, whether written, graphic or otherwise, except that the Receiving Party may retain one copy for archival purposes.	5.16.2 The Recipient may make copies of Confidential Information only as reasonably necessary to perform its obligations under this Agreement. All such copies will be subject to the same restrictions and protections as the original and will bear the same copyright and proprietary rights notices as are contained on the original.	AGREED 5/24/07
5.16.3 The Receiving Party shall keep all of the Disclosing Party's Proprietary Information confidential and will disclose it on a need to know basis only. The Receiving Party shall use the Disclosing Party's Proprietary Information only in connection with this Agreement and in accordance with Applicable Law, including but not limited to, 47 U.S.C. § 222. In accordance with Section 222 of the Act, when the Receiving Party receives or obtains Proprietary Information from the Disclosing Party for purposes of providing any Telecommunications Services, the Receiving Party shall use such information only for such purpose, and shall not use such	5.16.3 The Recipient agrees to return all Confidential Information in tangible form received from the Discloser, including any copies made by the Recipient, within thirty (30) days after a written request is delivered to the Recipient, or to destroy all such Confidential Information if directed to do so by Discloser except for Confidential Information that the Recipient reasonably requires to perform its obligations under this Agreement. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it will notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed information.	AGREED 5/24/07

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<p>information for its own marketing efforts. The Receiving Party shall not use the Disclosing Party's Proprietary Information for any other purpose except upon such terms and conditions as may be agreed upon between the Parties in writing. Violations of these obligations will constitute a breach of this Agreement. If the Receiving Party loses, or makes an unauthorized disclosure of the Disclosing Party's Proprietary Information, the Receiving Party will notify the Disclosing Party immediately and use reasonable efforts to retrieve the information.</p>		
<p>5.16.4 Nothing herein is intended to prohibit a Party from supplying factual information about its network and Telecommunications Services on or connected to its network to regulatory agencies including the FCC and the RCA so long as any confidential obligation is protected. In addition, either Party shall have the right to disclose Proprietary Information to any mediator, arbitrator, state or federal regulatory body, the Department of Justice or any court in the conduct of any proceeding arising under or relating in any way to this Agreement or the conduct of either Party in connection with this Agreement, including without limitation the approval of this Agreement, or in any proceedings concerning the provision of Interstate services that are or may be required by the Act. The Parties agree to cooperate with each other in order to seek appropriate protection or treatment of such Proprietary Information pursuant to an appropriate protective order in any such proceeding.</p>	<p>5.16.4 The Recipient will have no obligation to safeguard Confidential Information: (i) which was in the possession of the Recipient free of restriction prior to its receipt from the Discloser; (ii) after it becomes publicly known or available through no breach of this Agreement by the Recipient, (iii) after it is rightfully acquired by the Recipient free of restrictions on its disclosure, or (iv) after it is independently developed by personnel of the Recipient to whom the Discloser's Confidential Information had not been previously disclosed. In addition, either Party will have the right to disclose Confidential Information to any mediator, arbitrator, state or federal regulatory body, or a court in the conduct of any mediation, arbitration, approval, or enforcement of this Agreement, as long as, in the absence of an applicable protective order, the Discloser has been previously notified by the Recipient in time sufficient for the Recipient to undertake lawful measures to avoid disclosing such information and for Discloser to have reasonable time to seek or negotiate a protective order before or with any applicable mediator, arbitrator, state or</p>	<p>AGREED 5/24/07</p>

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	regulatory body or a court	
5.16.5 The Parties agree that this Section 5.16.5 shall apply to the disclosure of Confidential Information by either Party to the other in violation of the provisions of this Agreement, even if disclosed before the effective date.	5.16.5 The Parties recognize that an individual end user may simultaneously seek to become or be a Customer of both Parties. Nothing in this Agreement is intended to limit the ability of either Party to use customer specific information lawfully obtained from end users or sources other than the Discloser.	AGREED 5/24/07
5.16.6 The Parties agree that a Disclosing Party could be irreparably injured by a breach of the confidentiality obligations of this Agreement by a Receiving Party or its representatives and the Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies shall not be deemed to be the exclusive remedies for a breach of the confidentiality provisions of this Agreement, but shall be in addition to all other remedies available at law or equity.	5.16.6 Each Party's obligations to safeguard Confidential Information disclosed prior to expiration or termination of this Agreement will survive such expiration or termination.	AGREED 5/24/07
5.16.7 Nothing herein should be construed as limiting either Party's rights with respect to its own Proprietary Information or its obligations with respect to the other Party's Proprietary Information under Section 222 of the Act.	5.16.7 Nothing herein should be construed as limiting either Party's obligations under Section 222 of the Act.	AGREED 5/24/07
5.16.8 Unless otherwise agreed, the obligations of confidentiality and non-use set forth in this Agreement do not apply to such Proprietary Information as: a) was at the time of receipt already known to the Receiving Party free of any obligation to keep it confidential evidenced by written records prepared prior to the delivery by the	5.16.8 Each Party agrees that the Discloser may be irreparably injured by a disclosure in breach of this Agreement by the Recipient or its representatives and the Discloser will be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach or threatened breach of the confidentiality provisions of this Agreement. Such remedies will not be deemed to be the exclusive remedies for a breach of	AGREED 5/24/07

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<p>Disclosing Party; or</p> <p>b) is or becomes publicly known through no wrongful act of the Receiving Party; or</p> <p>c) is rightfully received from a third person having no direct or indirect secrecy or confidentiality obligation to the Disclosing Party with respect to such information; or</p> <p>d) is independently developed by an employee, agent, or contractor of the Receiving Party which individual is not involved in any manner with the provision of services pursuant to the Agreement and does not have any direct or indirect access to the Proprietary Information; or</p> <p>e) is disclosed to a third person by the Disclosing Party without similar restrictions on such third person's rights; or</p> <p>f) is approved for release by written authorization of the Disclosing Party; or</p> <p>g) is required to be disclosed by the Receiving Party pursuant to Applicable Law or regulation provided that the Receiving Party shall give sufficient notice of the requirement to the Disclosing Party to enable the Disclosing Party to seek protective orders.</p>	<p>this Agreement, but will be in addition to all other remedies available at law or in equity.</p>	
<p>5.16.9 Forecasts provided by either Party to the other Party shall be deemed Confidential</p>	<p>5.16.9 Intentionally Left Blank. — Forecasts provided by either Party to the other Party shall be</p>	<p><u>5/24/07 OPEN</u></p>

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Information and the Parties may not distribute, disclose, or reveal, in any form, this material other than as allowed and described in this Agreement.	deemed Confidential Information and the Parties may not distribute, disclose, or reveal, in any form, this material other than as allowed and described in this Agreement.	▪ <u>Pending ITC decision</u>
5.16.9.1 A Receiving Party may disclose, on a need to know basis only, the Disclosing Party's individual forecasts and forecasting information, to the legal personnel of the Receiving Party, in connection with their representation in any dispute regarding the quality or timeliness of the forecast as it relates to any reason for which the Disclosing Party provided it to the Receiving Party under this Agreement, as well as to the Receiving Party's interconnection account managers and network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall the retail marketing, sales or strategic planning personnel of the Receiving Party have access to this forecasting information provided by the Disclosing Party.	5.16.9.1 A Receiving Party may disclose, on a need to know basis only, the Disclosing Party's individual forecasts and forecasting information, to (i) the legal personnel of the Receiving Party in connection with their representation in any dispute regarding the quality or timeliness of the forecast or (ii) the Receiving Party under this Agreement, as well as to the Receiving Party's interconnection account managers and network and growth planning personnel responsible for preparing or responding to such forecasts or forecasting information. In no case shall the retail marketing, sales or strategic planning personnel of the Receiving Party have access to forecasting information provided by the Disclosing Party.	ITC/NTC position on this one pending determination of whether we are providing forecast information. <u>5/24/07 OPEN</u> <u>Pending ITC decision</u>
5.16.9.2 Upon the specific order of the RCA, a Receiving Party may provide the forecast information that a Disclosing Party has made available to the Receiving Party under this Agreement, provided that the Receiving Party shall first initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information pending any applicable RCA procedures and further provided that the Receiving Party provides such notice as the RCA directs to the Disclosing Party, in order to allow it to prosecute such procedures to their completion.	5.16.9.2 Upon the specific order of the RCA, a Receiving Party may provide to the RCA the forecast information that a Disclosing Party has made available to the Receiving Party under this Agreement, provided that the Receiving Party shall first have the opportunity to initiate any procedures necessary to protect the confidentiality and to prevent the public release of the information produced to the RCA, and provided further that the Receiving Party provides the Disclosing Party timely notice of the RCA's order, in order to allow the Disclosing Party to prosecute such confidentiality procedures to their completion.	{Ditto as to 5.16.1} <u>AGREED 5/24/07</u>

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5.17 Survival		Parties Agree with proposed language 5/15/07
5.17.1 Any liabilities or obligations of the Parties for acts or omissions prior to the termination of this Agreement, and any obligation of the Parties under the provisions regarding indemnification, Confidential, or Proprietary Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.	5.17.1 Any liabilities or obligations of the Parties for acts or omissions prior to the termination of this Agreement, and any obligation of the Parties under the provisions regarding indemnification, Confidential Information, limitations of liability, and any other provisions of this Agreement which, by their terms, are contemplated to survive (or to be performed after) termination of this Agreement, shall survive cancellation or termination hereof.	[Recommend we delete the definition of "Proprietary Information" in Section 4 because it is meant to replicate Confidential Information and it's not a good idea to have two terms meaning the same thing.] AGREED 5/24/07
5.18 Dispute Resolution		Parties Agree with proposed language 5/15/07
5.18.1 If any claim, controversy, or dispute between the Parties, their agents, employees, officers, directors, or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute Resolution under the procedures provided in this Section 5.18 shall be the preferred, but not the exclusive remedy for all disputes between TELALASKA and GCI arising out of this Agreement or its breach. Each Party reserves its rights to resort to the RCA or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either TELALASKA or GCI, upon meeting the	5.18.1 If any claim, controversy, or dispute between the Parties, their agents, employees, officers, directors, or affiliated agents should arise, and the Parties do not resolve it in the ordinary course of their dealings (the "Dispute"), then it shall be resolved in accordance with this section. Each notice of default, unless cured within the applicable cure period, shall be resolved in accordance herewith. Dispute Resolution under the procedures provided in this Section 5.18 shall be the preferred, but not the exclusive remedy for all disputes between TELALASKA and GCI arising out of this Agreement or its breach. Each Party reserves its rights to resort to the RCA or to a court, agency, or regulatory authority of competent jurisdiction. Nothing in this Section 5.18 shall limit the right of either TELALASKA or GCI, upon meeting the	Reason for change: Conform to draft wireless agreement form. <u>5/24/07: OPEN</u> <u>GCI requests that ITC reconsider the GCI language keeping in mind the key issues:</u> <ul style="list-style-type: none"> <u>Quick resolution of dispute (timeline is very important)</u> <u>Equitable relief is critical</u> <u>Standing arbitrator important</u>

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<p>requisite showing, to obtain provisional remedies (including injunctive relief) from a court before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, once a decision is reached by the arbitrator, such decision shall supersede any provisional remedy.</p>	<p>before, during or after the pendency of any arbitration proceeding brought pursuant to this Section 5.18. However, once a decision is reached by the arbitrator, such decision shall supersede any provisional remedy.</p> <p><u>5.18.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this Dispute Resolution process, the Parties agree to use this Dispute Resolution procedure with respect to any disputed matter arising out of, relating to, or in connection with this Agreement, or the breach, termination or the validity thereof.</u></p>	
<p>5.18.2 At the written request of either Party (Resolution Request), any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed through good faith negotiations under the dispute escalation procedures set forth in Section 5.18.5. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both Parties.</p>	<p>5.18.2 At the written request of either Party (Resolution Request), any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed through good faith negotiations under the dispute escalation procedures set forth in Section 5.18.5. The discussions and correspondence among the representatives for the purposes of these negotiations shall be treated as Confidential Information developed for purposes of settlement, and shall not be admissible in any subsequent arbitration or other proceedings without the concurrence of both Parties.</p> <p><u>5.18.2 Notice of a valid dispute must be in writing and contain information documenting the total dollar amount of the dispute, if applicable, and a</u></p>	<p><u>5/24/07: OPEN</u></p>

GCI Proposed Language	TELALASKA Proposed Language	Comments
	detailed description of the underlying dispute (the "Dispute Notice"). The filing of a Dispute Notice triggers the Informal Negotiation resolution process.	
5.18.3 Intentionally Left Blank.	5.18.3 Upon receipt of the Dispute Notice, the Parties agree to participate in Informal Negotiations between manager level employees or their designee, who will agree to be the Single Point of Contact (SPOC) for the Informal Negotiations. Each Party agrees to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the manager/representatives. Upon agreement, the representatives may, but are not obligated to, utilize other alternative dispute resolution procedures, such as mediation, to assist in the negotiations. The Informal Negotiations should precede a Party's pursuit of Formal Negotiations hereunder or (Arbitration) in accordance with the procedures set forth below. Once a Party institutes the Informal Negotiations procedures under this Section, the Parties shall refrain for ten (10) business days from taking any action under Section 5.18.4. Any discussions and correspondence among the representatives prepared for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.	5/24/07: OPEN

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	<p>The single points of contact for each Party for Dispute Resolution are as follows:</p> <p>For ITC _____ For GCI:</p> <p><u>Donna Rhyner</u> <u>Rick Hitz</u></p> <p><u>CIO</u> Vice President Regulatory Econ & Finance</p> <p>Interior Telephone GCI Company</p> <p>TelAlaska, Inc. General Communication Inc. 201 East 56th Ave. 2550 Denali Street Anchorage, AK Suite 1000 99518 Anchorage, AK 99503 Tel: 907-563-2003 Tel: 907-868-5600</p> <p>5.18.3 Intentionally Left Blank.</p>	
5.18.4 Intentionally Left Blank.	<p>5.18.4 Intentionally Left Blank.</p> <p><u>5.18.4 When the Informal Negotiations procedure has failed to resolve a dispute, either Party may send a written notice to the other, describing the dispute and requesting further discussions between knowledgeable officers of their companies. These representatives shall use their reasonable best efforts to resolve the matter without litigation. If, however, there is no such resolution within thirty (30) days of the written notice under this section, either Party may initiate binding Arbitration as described below</u></p>	<u>5/24/07: OPEN</u>

GCI Proposed Language	TELALASKA Proposed Language	Comments
5.18.5 Dispute Escalation	5.18.5 Dispute Escalation 5.18.5 Arbitration	Reason for Change: Shorten and make more like draft wireless agreement.
5.18.5.1 Upon delivery and receipt of a Resolution Request, the non-complaining Party will exercise good faith efforts to resolve the matter as expeditiously as possible.	5.18.5.1 Upon delivery and receipt of a Resolution Request, the non-complaining Party will exercise good faith efforts to resolve the matter as expeditiously as possible. <u>5.18.5.1 If the foregoing Informal and Formal Negotiations fail to resolve the Dispute, either Party may serve upon the other Party by certified mail a written demand that the Dispute be arbitrated ("Request for Arbitration"), specifying in reasonable detail the nature of the Dispute to be submitted to arbitration. The Request for Arbitration, effective upon receipt, shall be made within a reasonable time after the Dispute, has arisen. In no event shall the request for arbitration be made more than one (1) year after the underlying cause of action arises.</u>	<u>5/24/07: OPEN</u>
5.18.5.2 In the event that such matter remains unresolved three (3) business days after the delivery of the complaining Party's Resolution Request, a senior representative of each Party shall meet or participate in a telephone conference call within three (3) business days of a request for such a meeting or conference call by either Party to resolve such matter.	5.18.5.2 In the event that such matter remains unresolved three (3) business days after the delivery of the complaining Party's Resolution Request, a senior representative of each Party shall meet or participate in a telephone conference call within three (3) business days of a request for such a meeting or conference call by either Party to resolve such matter. <u>5.18.5.2 Within five (5) business days after the receipt of the request for arbitration, the Parties</u>	<u>5/24/07: OPEN</u>

GCI Proposed Language	TELALASKA Proposed Language	Comments
	shall mutually select one arbitrator with industry expertise in the subject matter of this Agreement. If the Parties fail to mutually agree to an arbitrator within ten (10) business days following the receipt of the arbitration request, either of them may request that an arbitrator be appointed by the court under the provisions of Alaska state law relating to arbitration.	
5.18.5.2.1 Intentionally Left Blank.	5.18.5.3 The arbitration hearing shall commence within forty-five (45) days after the request for arbitration is made, unless otherwise agreed by the Parties in writing. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearings or the conclusion of written briefing, whichever is later. 5.18.5.2.1 Intentionally Left Blank.	<u>5/24/07: OPEN</u>
5.18.5.3 In the event that the meeting or conference call specified in Section 5.18.5.2 above does not resolve such matter, the Chief Executive Officer/General Manager of each Party, or other senior management personnel who is authorized to bind the Party shall meet or participate in a telephone conference call within five (5) business days of the request for such a meeting or conference call by either Party to discuss a mutually satisfactory resolution of such matter.	5.18.5.3 In the event that the meeting or conference call specified in Section 5.18.5.2 above does not resolve such matter, the Chief Executive Officer/General Manager of each Party, or other senior management personnel who is authorized to bind the Party shall meet or participate in a telephone conference call within five (5) business days of the request for such a meeting or conference call by either Party to discuss a mutually satisfactory resolution of such matter. 5.18.5.4 Disputes hereunder shall be arbitrated in Anchorage, Alaska, unless otherwise agreed to in writing by the Parties.	<u>5/24/07: OPEN</u>
5.18.5.4 If the Parties are unable to reach a resolution of the dispute after following	5.18.5.4 If the Parties are unable to reach a resolution of the dispute after following the above	<u>5/24/07: OPEN</u>

GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>the above procedure, any dispute shall be resolved by binding arbitration in accordance with the terms described below. Any Party who fails or refuses to submit to arbitration following a lawful demand by any other Party shall bear all costs and expenses incurred by such other Party in compelling mediation and arbitration of any dispute.</p>	<p>procedure, any dispute shall be resolved by binding arbitration in accordance with the terms described below. Any Party who fails or refuses to submit to arbitration following a lawful demand by any other Party shall bear all costs and expenses incurred by such other Party in compelling mediation and arbitration of any dispute.</p> <p><u>5.18.5.5 The arbitration proceeding shall be conducted in accordance with the hearing procedures set forth in the Uniform Arbitration Act, AS 09.43.050-.070, unless otherwise agreed by the Parties. Discovery shall not be permitted in such arbitration except as agreed to by the Parties. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as permitted by this Agreement and substantive law and applicable regulations relating to local number portability, and that in no event shall the arbitrator have the authority to make any award that provides for equitable relief or for punitive or consequential damages. The arbitrator's decision shall be in writing, shall follow the plain meaning of this Agreement and the relevant documents, and shall describe the reasons for the arbitrator's decision on all relevant issues. The arbitrator's award shall be final and binding and may be enforced in any court of competent jurisdiction. Each Party shall bear its own costs and attorneys' fees, and shall share equally in the fees and expenses of the arbitrator.</u></p>	
<p>5.18.6 Standing Mediator/Arbitrator</p>	<p>5.18.6 Standing Mediator/Arbitrator</p> <p>5.18.5.6 After initiation of Informal or Formal</p>	<p><u>5/24/07: OPEN</u></p>

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	Dispute Resolution Procedures under this Section, or pending the outcome of arbitration, either Party may, without waiving any remedy under this agreement, seek from any Alaska court having jurisdiction any equitable relief that is necessary to protect the rights or property of that Party.	
5.18.6.1 To ensure that disputes are resolved expeditiously, the Parties agree to appoint a standing arbitrator within thirty (30) working days after approval of this contract by the RCA. The Parties shall attempt to reach agreement regarding the appointment of a standing arbitrator. In the event the Parties cannot reach agreement, each Party will submit two names to the Chair of the RCA who shall select an arbitrator from among the submitted names. Either Party may seek the replacement of the standing arbitrator upon a showing of good cause.	<p>5.18.6.1 To ensure that disputes are resolved expeditiously, the Parties agree to appoint a standing arbitrator within thirty (30) working days after approval of this contract by the RCA. The Parties shall attempt to reach agreement regarding the appointment of a standing arbitrator. In the event the Parties cannot reach agreement, each Party will submit two names to the Chair of the RCA who shall select an arbitrator from among the submitted names. Either Party may seek the replacement of the standing arbitrator upon a showing of good cause.</p> <p>5.18.5.7 The arbitrator shall have no authority to order punitive or consequential damages. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.</p>	<u>5/24/07: OPEN</u>
5.18.6.1.1 Timing: The Standing Arbitrator shall convene a pre-hearing scheduling conference within five (5) days of written notice by either Party requesting arbitration under this Agreement. The Standing Arbitrator shall conduct the arbitration proceeding and issue a written decision within sixty (60) days from the date a Party submits a written notice requesting arbitration.	<p>5.18.6.1.1 Timing: The Standing Arbitrator shall convene a pre-hearing scheduling conference within five (5) days of written notice by either Party requesting arbitration under this Agreement. The Standing Arbitrator shall conduct the arbitration proceeding and issue a written decision within sixty (60) days from the date a Party submits a written notice requesting arbitration.</p> <p>5.18.5.8 Each Party shall bear its own costs and fees associated with the arbitration. Each Party</p>	<u>5/24/07: OPEN</u>

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	shall pay 50 percent of the arbitrator's fees and expenses.	
5.18.6.1.2 Governing Rules: The Standing Arbitrator shall administer the arbitration proceedings in accordance with the hearing procedures set forth in the Uniform Arbitration Act, AS 09.43.050-.070, unless otherwise provided by this Agreement. The arbitration shall be conducted at a location in Anchorage determined by the Standing Arbitrator. All discovery activities shall be expressly limited to matters directly relevant to the dispute being arbitrated.	5.18.6.1.2 Governing Rules: The Standing Arbitrator shall administer the arbitration proceedings in accordance with the hearing procedures set forth in the Uniform Arbitration Act, AS 09.43.050-.070, unless otherwise provided by this Agreement. The arbitration shall be conducted at a location in Anchorage determined by the Standing Arbitrator. All discovery activities shall be expressly limited to matters directly relevant to the dispute being arbitrated.	<u>5/24/07: OPEN</u>
5.18.6.1.3 No Waiver; Provisional Remedies: No provision hereof shall limit the right of any Party to obtain provisional or ancillary remedies, including without limitation injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of any such remedy shall not waive the right of any Party to compel arbitration hereunder.	5.18.6.1.3 No Waiver; Provisional Remedies: No provision hereof shall limit the right of any Party to obtain provisional or ancillary remedies, including without limitation injunctive relief, attachment or the appointment of a receiver, from a court of competent jurisdiction before, after, or during the pendency of any arbitration or other proceeding. The exercise of any such remedy shall not waive the right of any Party to compel arbitration hereunder.	<u>5/24/07: OPEN</u>
5.18.6.1.4 Arbitrator Powers; Awards: The Standing Arbitrator (i) shall resolve all disputes in accordance with the relevant federal law and substantive laws of Alaska to the extent federal law does not control; (ii) may grant any remedy or relief that the Alaska Superior Court could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award or any ruling, including rulings on protective orders and other discovery	5.18.6.1.4 Arbitrator Powers; Awards: The Standing Arbitrator (i) shall resolve all disputes in accordance with the relevant federal law and substantive laws of Alaska to the extent federal law does not control; (ii) may grant any remedy or relief that the Alaska Superior Court could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award or any ruling, including rulings on protective orders and other discovery matters; (iii) shall have the power to award	<u>5/24/07: OPEN</u>

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<p>matters; (iii) shall have the power to award recovery of all costs and fees, to impose sanctions and to take such other actions as he deems necessary to the same extent a judge could pursuant to the Alaska Rules of Civil Procedure; (iv) shall not have the authority to impose punitive damages; (v) shall issue a written decision that includes specific, written findings of fact and conclusions of law.</p>	<p>recovery of all costs and fees, to impose sanctions and to take such other actions as he deems necessary to the same extent a judge could pursuant to the Alaska Rules of Civil Procedure; (iv) shall not have the authority to impose punitive damages; (v) shall issue a written decision that includes specific, written findings of fact and conclusions of law.</p>	
<p>5.18.6.1.5 RCA Review: The Standing Arbitrator's decision shall be subject to review and approval by the RCA. In such review, the RCA shall confirm the award unless it is not supported by substantial evidence or is based on a legal error.</p>	<p>5.18.6.1.5 RCA Review: The Standing Arbitrator's decision shall be subject to review and approval by the RCA. In such review, the RCA shall confirm the award unless it is not supported by substantial evidence or is based on a legal error.</p>	<p><u>5/24/07: OPEN</u></p>
<p>5.18.6.1.6 Damages: The Standing Arbitrator shall have the authority to award a Party's actual damages but shall not have authority to award punitive or other consequential damages in any arbitration initiated under this Section.</p>	<p>5.18.6.1.6 Damages: The Standing Arbitrator shall have the authority to award a Party's actual damages but shall not have authority to award punitive or other consequential damages in any arbitration initiated under this Section.</p>	<p><u>5/24/07: OPEN</u></p>
<p>5.18.6.1.6.1 The Parties may request the Standing Arbitrator to award a Party's arbitration costs upon a showing of frivolous disputes brought by the other Party.</p>	<p>5.18.6.1.6.1 The Parties may request the Standing Arbitrator to award a Party's arbitration costs upon a showing of frivolous disputes brought by the other Party.</p>	<p><u>5/24/07: OPEN</u></p>
<p>5.18.6.2 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.</p>	<p>5.18.6.2 Should it become necessary to resort to court proceedings to enforce a Party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney fees, incurred by the Party requesting such enforcement shall be reimbursed by the non-complying Party to the requesting Party.</p>	<p><u>5/24/07: OPEN</u></p>

GCI Proposed Language	TELALASKA Proposed Language	Comments
5.18.6.3 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.	5.18.6.3 No Dispute, regardless of the form of action, arising out of this Agreement, may be brought by either Party more than two (2) years after the cause of action accrues.	<u>5/24/07: OPEN</u>
5.18.6.4 Nothing in this section is intended to divest or limit the jurisdiction and authority of the RCA or the FCC as provided by state and federal law.	5.18.6.4 Nothing in this section is intended to divest or limit the jurisdiction and authority of the RCA or the FCC as provided by state and federal law.	<u>5/24/07: OPEN</u>
5.18.6.5 This section does not apply to any claim, controversy or Dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party.	5.18.6.5 This section does not apply to any claim, controversy or Dispute between the Parties, their agents, employees, officers, directors or affiliated agents concerning the misappropriation or use of intellectual property rights of a Party, including, but not limited to, the use of the trademark, trade name, trade dress or service mark of a Party.	<u>5/24/07: OPEN</u>
5.18.7 No Unilateral Changes	5.18.7 No Unilateral Changes	<u>5/24/07: OPEN</u>
5.18.7.1 During the course of the dispute resolution process described herein, neither Party may unilaterally impose new changes in processes or procedures on the other for the specific issue in dispute. Both Parties must continue to perform services and functions during the course of the dispute resolution process. If the dispute involves payment of money, neither Party is required to escrow or pay the disputed amount until the arbitrator issues a written award. The preceding sentence shall not excuse a Party from a duty otherwise set forth in this Agreement to pay charges while a dispute of such charges is pending (See, e.g., Section 5.4.4). The prevailing Party shall be entitled to an award of interest as calculated in	5.18.7.1 During the course of the dispute resolution process described herein, neither Party may unilaterally impose new changes in processes or procedures on the other for the specific issue in dispute. Both Parties must continue to perform services and functions during the course of the dispute resolution process. If the dispute involves payment of money, neither Party is required to escrow or pay the disputed amount until the arbitrator issues a written award. The preceding sentence shall not excuse a Party from a duty otherwise set forth in this Agreement to pay charges while a dispute of such charges is pending (See, e.g., Section 5.4.4). The prevailing Party shall be entitled to an award of interest as calculated in	<u>5/24/07: OPEN</u>

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accordance with the statutory rate in AS 09.30.070 on the amount that the RCA approves.	on the amount that the RCA approves.	
5.19 Intentionally Left Blank.		Parties Agree with proposed language 5/15/07
5.20 Controlling Law		Parties Agree with proposed language 5/15/07
5.20.1 This Agreement is entered into between the Parties in accordance with applicable federal law and the state law of Alaska. It shall be interpreted solely in accordance with applicable federal law and the state law of Alaska.	5.20.1 This Agreement is entered into between the Parties in accordance with applicable federal law and the state law of Alaska. It shall be interpreted solely in accordance with applicable federal law and the state law of Alaska, without reference to the conflict-of-law provision thereof.	AGREED 5/24/07
5.21 Responsibility for Environmental Contamination		Parties Agree with proposed language 5/15/07
5.21.1 Neither Party shall be held liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not cause, introduce, or contribute to the affected work location. Both Parties hereby release, and shall also indemnify, defend and hold harmless the other Party and each of the other Party's officers, directors, and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that a Party, its contractors, or its agents introduce to the work locations.	5.21.1 Neither Party shall be held liable to the other for any costs whatsoever resulting from the presence or release of any Environmental Hazard that either Party did not cause, introduce, or contribute to the affected work location. Both Parties hereby release, and shall also indemnify, defend and hold harmless the other Party and each of the other Party's officers, directors, and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that a Party, its contractors, or its agents introduce to the work locations.	Parties Agree with proposed language 5/15/07
5.21.2 Prior to each Party or its employees, contractors, or agents introducing an Environmental Hazard into a work location, the purchasing Party shall fully inform the providing Party in writing of its planned actions at such work location and shall receive the providing Party written permission for such actions, and the purchasing Party warrants that it shall	5.21.2 Intentionally left blank. Intentionally left blank.	Reason for change: Shorten to eliminate detailed provisions not relevant to this form of agreement. AGREED 5/24/07

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<p>comply with all legal and regulatory obligations it has with respect to such Environmental Hazard and notices it is required to provide with respect thereto. The providing Party shall in no event be liable to the purchasing Party for any costs whatsoever resulting from the presence or release of any Environmental Hazard that the purchasing Party causes, introduces, or contributes to the affected work location. The purchasing Party shall indemnify, defend (at the providing Party's request), and hold harmless the providing Party and each of the providing Party's officers, and directors, and employees from and against any losses and expenses that arise out of or result from any Environmental Hazard that the purchasing Party, its contractors or its agents cause, introduce, or contribute to the work location. The purchasing Party shall be responsible for obtaining, including payment of associated fees, all environmental permits, licenses and/or registrations required for environmental hazards the purchasing Party causes or introduces to the affected work location.</p>		
<p>5.21.3 In the event any suspect material within the providing Party -owned, operated, or leased facilities are identified to be asbestos-containing, the purchasing Party will, at the purchasing Party's expense, notify the providing Party before commencing any activities and ensure that to the extent any activities which it undertakes in the facility disturb any asbestos-containing materials ("ACM") or presumed asbestos containing materials ("PACM") as defined in 29 C.F.R. Section 1910.1001, such</p>	<p>5.21.3 Intentionally left blank .</p>	<p>AGREED 5/24/07</p>

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purchasing Party activities shall be undertaken in accordance with applicable local, state and federal environmental and health and safety statutes and regulations. Except for abatement activities undertaken by the purchasing Party or equipment placement activities that result in the generation or disturbance of asbestos containing material, the purchasing Party shall not have any responsibility for managing, nor be the owner of, nor have any liability for, or in connection with, any asbestos containing material. Both Parties agree to immediately notify the other if the Party undertakes any asbestos control or asbestos abatement activities that potentially could affect the other Party's equipment or operations, including, but not limited to, contamination of equipment.		
5.21.4 Within ten (10) business days of the purchasing Party request for any space in a providing Party-owned or controlled facility, the providing Party shall provide any information in its possession regarding the known environmental conditions of the space provided for placement of equipment and interconnection including, but not limited to, the existence and condition of any and all known or suspected asbestos containing materials, lead paint, hazardous or regulated substances, or any evidence of radon. Information is considered in the providing Party's possession under this Agreement if it is in the possession of an employee, agent, or authorized representative of the providing Party.	5.21.4 Intentionally left blank	AGREED 5/24/07
5.21.5 If the space provided for the placement of equipment, interconnection, or provision of		Parties Agree with proposed language 5/15/07

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service contains known environmental contamination or hazardous material, particularly but not limited to hazardous levels of friable asbestos, lead paint or hazardous levels of radon, which makes the placement of such equipment or interconnection hazardous, the providing Party shall offer an alternative space, if available, for the purchasing Party's consideration. If interconnection is complicated by the presence of environmental contamination or hazardous materials, and an alternative route is available, the providing Party shall make such alternative route available for the purchasing Party's consideration.		
5.21.6 Subject to this Section 5.0, paragraph 5.21, and to the providing Party's standard security procedures, which procedures will be provided to the purchasing Party, the providing Party shall allow the purchasing Party at the purchasing Party's expense to perform any environmental site investigations, including, but not limited to, asbestos surveys, which the purchasing Party deems to be necessary in support of its needs. The purchasing Party agrees to share the results of such investigations or surveys with the providing Party.	5.21.6 The Parties agree to inform one another promptly upon their discovery of an Environmental Hazard that can affect either Party's performance of this Agreement. Each Party agrees to undertake all necessary and appropriate mitigation or clean-up activities at its own cost for any such Environmental Hazard determined to exist on its facilities or property.	AGREED 5/24/07
5.21.7 Nothing in this section shall be construed as authorizing or requiring collocation of facilities.		Parties Agree with proposed language 5/15/07
5.22 Notices		Parties Agree with proposed language 5/15/07
5.22.1 Documents sent between TELALASKA and GCI that require action within specified time frames shall be sent by certified mail with return receipt, facsimile, email, or hand delivery. Hand	5.22.1 Documents sent by one Party to the other that require action within specified time frames shall be sent by certified mail with return receipt, facsimile, email, or hand delivery. Hand delivered	AGREED 5/17/07

GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>delivered documents shall be date stamped or noted otherwise by the receiving Party to record the date of receipt. For delivery by email, the time at which an email is sent will be the time that it is considered received, provided that the email is in fact delivered to the email server of the intended email address. The date and time of receipt shall be: the date and time shown on the return receipt where certified mail was used; the date and time shown on the header if facsimile was used, provided that the facsimile is in fact delivered to the intended facsimile number; or the date stamp where the documents were hand-delivered. Notwithstanding anything to the contrary stated above: (1) if the receiving Party demonstrates that an email was in fact received at the receiving Party's email server more than one (1) hour after the time at which it was sent, the time of receipt shall be the time it was received by the receiving Party's email server; and (2) if a document is sent by email or facsimile and is sent after regular business hours for the receiving party, the time of receipt shall be the beginning of the next regular business day of the recipient Party.</p> <p>To GCI</p> <p>Name: Frederick W. Hitz, III Title: VP, Regulatory, Finance, and Economics Address: GCI Communications Corporation 2550 Denali Street, Suite 1000</p>	<p>documents shall be date stamped or noted otherwise by the receiving Party to record the date of receipt. For delivery by email, the time at which an email is sent will be the time that it is considered received, provided that the email is in fact delivered to the email server of the intended email address. The date and time of receipt shall be: the date and time shown on the return receipt where certified mail was used; the date and time shown on the header if facsimile was used, provided that the facsimile is in fact delivered to the intended facsimile number; or the date stamp where the documents were hand-delivered. Notwithstanding anything to the contrary stated above: (1) if the receiving Party demonstrates that an email was in fact received at the receiving Party's email server more than one (1) hour after the time at which it was sent, the time of receipt shall be the time it was received by the receiving Party's email server; and (2) if a document is sent by email or facsimile and is sent after regular business hours for the receiving party, the time of receipt shall be the beginning of the next regular business day of the recipient Party.</p> <p>To GCI</p> <p>Name: Frederick W. Hitz, III Title: VP, Regulatory, Finance, and Economics Address: GCI Communications Corporation 2550 Denali Street, Suite 1000 Anchorage, AK 99503 Facsimile: (907) 868-5676</p>	

GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>Anchorage, AK 99503 Facsimile: (907) 868-5676 E-mail: rhitz@gci.com</p> <p>Name: Mark Moderow Title: Corporate Counsel Address: GCI Communications Corporation 2550 Denali Street, Suite 1000 Anchorage, AK 99503 Facsimile: (907) 868-5676 E-mail: mmoderow@gci.com</p> <p>To TELALASKA Name Address: Facsimile: E-mail: TelAlaska</p> <p>Name Title: Address: Facsimile: E-mail:</p>	<p>E-mail: rhitz@gci.com</p> <p>Name: Mark Moderow Title: Corporate Counsel Address: GCI Communications Corporation 2550 Denali Street, Suite 1000 Anchorage, AK 99503 Facsimile: (907) 868-5676 E-mail: mmoderow@gci.com</p> <p>To TELALASKA Name Donna Rhyner Address: 201 East 56th Avenue Anchorage, AK 99518Facsimile: 907-550-1553 E-mail: administration@telalaska.com</p> <p>Name Heather Grahame Title: Address: 1031 W. 4th Avenue, Suite 600, Anchorage, AK 99501</p> <p>Facsimile: 907-276-4152 E-mail: grahame.heather@dorsey.com</p>	
5.23 Responsibility of Each Party		Parties Agree with proposed language 5/15/07
<p>5.23.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation and discharge of all employees assisting in the performance of such obligations. Each Party will be solely responsible for all matters relating to payment of such employees, including</p>		Parties Agree with proposed language 5/15/07

GCI Proposed Language	TELALASKA Proposed Language	Comments
compliance with social security taxes, withholding taxes and all other regulations governing such matters. Each Party will be solely responsible for proper handling, storage, transport and disposal at its own expense of all (i) substances or materials that it or its contractors or agents bring to, create or assume control over at Work Locations; and (ii) Waste resulting therefrom or otherwise generated in connection with its or its contractors' or agents' activities at the Work Locations. Subject to the limitations on liability and except as otherwise provided in this Agreement, each Party shall be responsible for (i) its own acts and performance of all obligations imposed by Applicable Law in connection with its activities, legal status and property, real or personal; and (ii) the acts of its own Affiliates, employees, agents and contractors during the performance of that Party's obligations hereunder.		
5.24 No Third-Party Beneficiaries		Parties Agree with proposed language 5/15/07
5.24.1 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.		Parties Agree with proposed language 5/15/07
5.25 Regulatory Approvals		Parties Agree with proposed language 5/15/07
5.25.1 This Agreement, and any amendment, modification, or material clarification hereof, will be submitted to the RCA for approval in accordance with Section 252 of the Act. In the event that the RCA or any court or regulatory		Parties Agree with proposed language 5/15/07

GCI Proposed Language	TELALASKA Proposed Language	Comments
agency of competent jurisdiction rejects any provision of this Agreement, the Parties shall negotiate promptly and in good faith revisions as may reasonably be required to achieve approval of the Agreement.		
5.25.2 In the event that a regulatory agency or court of competent jurisdiction (a) finds that the terms of this Agreement are inconsistent in one or more material respects with Applicable Law , or orders, or (b) alters or preempts the effect of this Agreement, then, once such decision is final and no longer subject to administrative or judicial review, the Parties immediately shall commence good faith negotiations to conform this Agreement to the terms of such decision or to the terms of the subject Applicable Law. Notwithstanding the foregoing, in the event GCI is no longer authorized to provide local exchange telecommunications service in an ITC/MTC exchange as a result of a binding order of a court or the RCA, this Agreement shall be terminated-suspended with regard to such exchange.	5.25.2 In the event that a regulatory agency or court of competent jurisdiction (a) finds that the terms of this Agreement are inconsistent in one or more material respects with Applicable Law , or orders, or (b) alters or preempts the effect of this Agreement, then, once such decision is final and no longer subject to administrative or judicial review, the Parties immediately shall commence good faith negotiations to conform this Agreement to the terms of such decision or to the terms of the subject Applicable Law. Notwithstanding the foregoing, in the event GCI is no longer authorized to provide local exchange telecommunications service in an ITC/MTC exchange as a result of a binding order of a court or the RCA, this Agreement shall be terminated with regard to such exchange.	<u>5/24/07 OPEN</u>
5.26 Expedited Special Request Expedited special request charges apply when special arrangements and/or management efforts are required to meet the purchasing Party's requested due date or service requirements and the purchasing Party requests such arrangements or efforts after notification that expedited special request charges are applicable.	5.26 Intentionally Left Blank.	Moved to section 12.11 <u>5/24/07 AGREED</u> <u>(See additional language in 12.11 provided by GCI)</u>
5.27 Implementation 5.27.1 The Parties agree that the procedures required to implement this Agreement have	5.27 Implementation 5.27.1 Certain procedures required to implement this Agreement are documented in the Operations	Parties Agree with proposed language 5/15/07 <u>5/24/07 AGREED</u>

Section 5.0 – General Terms and Conditions

GCI Proposed Language	TELALASKA Proposed Language	Comments
been determined and documented in the Operations Manual. The Parties recognize that some further or revised procedures may be necessary after the signing of this Agreement. Thus, to the extent any procedures have not been completely determined or documented and further or revised procedures are necessary, the Parties commit to reaching final resolution regarding these procedures within sixty (60) days after either Party notifies the other Party in writing of such procedures.	Manual. The Parties recognize that some further or revised procedures may be necessary after the signing of this Agreement. If further or revised procedures are determined necessary by the Parties, the Parties commit to reaching final resolution regarding these procedures within sixty (60) days after either Party notifies the other Party in writing of such procedures.	
5.27.2 Intentionally left blank	5.27.2 Intentionally left blank	Parties Agree with proposed language 5/15/07
5.27.3 If Either Parties internal processes and procedures change and this change may affect the other Parties' ability to efficiently conduct business, the Parties will coordinate addressing the impact of such change and modify the Operations Manual as needed. Should there be any conflict between the terms of this Agreement and the Operations Manual, the terms of this Agreement shall control.	5.27.3 If either Party's internal processes and procedures change and this change may affect the other Party's ability to efficiently conduct business, the Parties will coordinate addressing the impact of such change and modify the Operations Manual as needed. Should there be any conflict between the terms of this Agreement and the Operations Manual, the terms of this Agreement shall control.	5/24/07 AGREED
5.27.4 The Parties have completed the Operations Manual concurrent with contract negotiations.		Parties Agree with proposed language 5/15/07
5.27.5 Intentionally Left Blank		Parties Agree with proposed language 5/15/07
5.27.6 Intentionally Left Blank.		Parties Agree with proposed language 5/15/07
5.27.7 The obligations set forth in this Agreement are not dependent upon the completion of the Operations Manual.	5.27.8 Intentionally Left Blank. The obligations set forth in this Agreement are not dependent upon the completion of the Operations Manual.	Reason for change: Conform to 5.27.4. 5/24/07: OPEN
5.28 Amendments		Parties Agree with proposed language 5/15/07
5.28.1 No provision of this Agreement shall be deemed waived, amended or modified by either		Parties Agree with proposed language 5/15/07

GCI Proposed Language	TELALASKA Proposed Language	Comments
Party unless such a waiver, amendment, or modification is in writing, dated, and signed by both Parties.		
5.29 Entire Agreement		Parties Agree with proposed language 5/15/07
5.29.1 This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of this Agreement and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject of this Agreement.	5.29.1 This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the subject matter hereof and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subject of this Agreement.	5/24/07 AGREED
5.30 Joint Work Product	5.30 Joint Work Product	Parties Agree with proposed language 5/15/07
5.30.1 This Agreement is the joint work product of the Parties. Accordingly, in the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship of this Agreement.	5.30.1 This Agreement is the Parties joint work product. Accordingly, in the event of ambiguities, no inferences will be drawn against either Party solely on the basis of authorship of this Agreement.	5/24/07 AGREED
5.31 Parity of Service	5.31 Parity of Service	Parties Agree with proposed language 5/15/07
5.31.1. TELALASKA and GCI shall perform their obligations and duties under the Agreement in a non-discriminatory manner. For those functions and services that a Party provides to the other Party under this Agreement that are analogous to the functions and services it provides to itself in conjunction with its retail service offerings, that Party must provide such functions and services to the other Party in	5.31.2.5.31.1 TELALASKA and GCI The Parties shall perform their obligations and duties under the Agreement in a non-discriminatory manner,—and in accordance with Applicable law For those functions and services that a Party provides to the other Party under this Agreement that are analogous to the functions and services it provides to itself in conjunction with its retail service offerings, that Party must provide such functions and services to the	5/24/07: OPEN ▪ <u>Stephan and Marty to work out acceptable language</u>

GCI Proposed Language	TELALASKA Proposed Language	Comments
substantially the same time and manner as it provides to itself, its Customers, or its affiliates, in terms of quality, accuracy, and timeliness. For those functions and services that have no retail analogue (i.e., the Party does not provide a similar retail service or function to itself in conjunction with its retail offerings), the providing Party must perform such services and functions for the other Party in a manner that provides the other Party with a “meaningful opportunity to compete.” Notably, the latter is not intended to be a weaker test than the “substantially same time and manner” test but instead, is intended to be a proxy for whether access is being provided in substantially the same time and manner, and, thus, is being provided on a non-discriminatory basis.	other Party in substantially the same time and manner as it provides <u>them</u> to itself, its Customers, or its affiliates, in terms of quality, accuracy, and timeliness. For those functions and services that have no retail analogue (i.e., the Party does not provide a similar retail service or function to itself in conjunction with its retail offerings), the providing Party must perform such services and functions for the other Party in a manner that provides the other Party with a “meaningful opportunity to compete.” Notably, the latter is not intended to be a weaker test than the “substantially same time and manner” test but instead, is intended to be a proxy for whether access is being provided in substantially the same time and manner, and, thus, is being provided on a non-discriminatory basis.	
5.32 Audits and Examinations		Parties Agree with proposed language 5/15/07
5.32.1 As used herein, “Audit” shall mean a comprehensive review of services performed under this Agreement. Either Party may perform audits no more frequently than one (1) in each twelve (12) month period.	5.32.1 As used herein, “Audit” shall mean a comprehensive review of services performed under this Agreement. Either Party may perform audits no more frequently than one (1) in each twelve (12) month period, and shall be entitled to audit services provided during the prior twelve (12) month period.	5/24/07 AGREED
5.32.2 Upon sixty (60) days’ written notice by the requesting Party to the other, the requesting Party shall have the right through its authorized representative to perform an Audit. Such Audit shall take place during normal business hours, of records, accounts, and processes which contain information bearing upon the provision of the services provided and performance standards under this Agreement.	5.32.2 Upon sixty (60) days’ written notice, the requesting Party shall have the right through its authorized representative to perform an Audit of service provided and performance standards under this Agreement. Such Audit shall take place during normal business hours, and shall be conducted on records, accounts, and processes which contain information bearing upon the provision of the services provided and performance standards under	5/24/07 AGREED

GCI Proposed Language	TELALASKA Proposed Language	Comments
described period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed.	this Agreement. Within the above-described period, the Parties shall reasonably agree upon the scope of the Audit, the documents and processes to be reviewed, and the time, place and manner in which the Audit shall be performed.	
5.32.3 As used herein, "Examination" shall mean a discrete inquiry into a specific element of, or process related to, services performed under this Agreement. The Examination will consist of an investigation into any specific complaint, discrepancy, or concern in service which either Party may bring to the other's attention. The requesting Party agrees, in good faith, to provide information or documents sufficient to address or explain the complaint or discrepancy, and to provide the requesting Party a reasonable opportunity to monitor provision of the service at issue.	5.32.3 As used herein, "Examination" shall mean a discrete inquiry into a specific element of, or process related to, services performed under this Agreement. The Examination will consist of an investigation into any specific complaint, discrepancy, or concern regarding services provided during the prior six (6) months which either Party may bring to the other's attention. The responding Party agrees, in good faith, to provide information or documents sufficient to address or explain the complaint or discrepancy, and to provide the requesting Party a reasonable opportunity to monitor provision of the service at issue.	5/24/07 AGREED
5.32.4 Each Party shall bear its own expenses in connection with the conduct of the Audit or Examination. The requesting Party shall pay for the reasonable cost of special data extraction required to conduct the Audit or Examination.		Parties Agree with proposed language 5/15/07
5.32.5 Neither such right to examine and audit nor the right to receive an adjustment shall be affected by any statement to the contrary appearing on checks or otherwise, unless such statement expressly stating such right appears in writing, is signed by the authorized representative of the Party paying such right and is delivered to the other Party in a manner sanctioned by this Agreement.	5.32.5 Intentionally Left Blank	Reason for change: Applicable Law should govern. 5/24/07 AGREED
5.33 Intentionally Left Blank.		Parties Agree with proposed language 5/15/07
5.34 Remedies		Parties Agree with proposed language 5/15/07

Section 5.0 – General Terms and Conditions

GCI Proposed Language	TELALASKA Proposed Language	Comments
5.34.1 In addition to any other rights or remedies to the extent permitted by applicable law, and unless specifically provided in this Agreement to the contrary, either Party may sue in equity for specific performance.	5.34.1 In addition to any other rights or remedies, to the extent permitted by Applicable Law, and unless specifically provided in this Agreement to the contrary, either Party may sue in equity for specific performance.	Question for GCI: What does inclusion of this provision do to the effect of the Dispute Resolution section? Is it really relevant or unnecessary? 5/24/07 AGREED
5.34.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement, and use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.	5.34.2 Except as otherwise provided herein, all rights of termination, cancellation or other remedies prescribed in this Agreement, or otherwise available, are cumulative and are not intended to be exclusive of other remedies to which the injured Party may be entitled at law or equity in case of any breach or threatened breach by the other Party of any provision of this Agreement. Use of one or more remedies shall not bar use of any other remedy for the purpose of enforcing the provisions of this Agreement.	5/24/07 AGREED
5.35 Waivers		Parties Agree with proposed language 5/15/07
5.35.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.		Parties Agree with proposed language 5/15/07
5.35.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.		Parties Agree with proposed language 5/15/07
5.35.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.		Parties Agree with proposed language 5/15/07
5.36 Headings Not Controlling		Parties Agree with proposed language 5/15/07

GCI Proposed Language	TELALASKA Proposed Language	Comments
5.36.1 The headings and numbering of Sections, Parts and Exhibits in this Agreement are for convenience only and shall not be construed to define or limit any of the terms herein or affect the meaning or interpretation of this Agreement.		Parties Agree with proposed language 5/15/07
5.37 Counterparts		Parties Agree with proposed language 5/15/07
5.37.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.		Parties Agree with proposed language 5/15/07
5.38 Successors and Assigns		Parties Agree with proposed language 5/15/07
5.38.1 Subject to Section 5.4, this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.	5.38.1 Subject to the Section entitled Assignment and Subcontract, this Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.	Reason for change: Disagreed where possible interpret agreement as other provisions address this language by "inure" 5/24/07 AGREED
5.39 Compliance		Parties Agree with proposed language 5/15/07
5.39.1 Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement. Without limiting the foregoing, TELALASKA and GCI agree to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform their respective obligations hereunder.	5.39.1 In its performance under this Agreement, each Party shall comply with all Applicable Law. Without limiting the foregoing, each Party agrees to keep and maintain in full force and effect all permits, licenses, certificates, and other authorities needed to perform its respective obligations hereunder.	5/24/07 AGREED

Editing Process: ITC will copy GCI language to its opposite cell and begin redline process to enter the desired language if agreement not reached. This document is then saved and returned to GCI as "ITC Version 2- date" (don't forget to update the footer). This process is then repeated by GCI and returned back to ITC until the desired language is agreed to by both parties. The comments section is reserved for both Parties to make language clarification statements and annotation of when agreement is reached by a statement such as "language agreed - date" The actual language that will be used in the contract remains in "black", and the disregarded language will be made "gray".

GCI proposes substituting "Underlying Provider" as opposed to to "Retail Provider" in all instances in Section 6

GCI Proposed Language	ITC/MTC Proposed Language	Comments
SECTION 6.0 - RESALE	SECTION 6.0 - RESALE	AGREED 05/08/07
6.1 Telecommunications Services Provided for Resale	6.1 Telecommunications Services Provided for Resale	AGREED 05/08/07
6.1.1 Pursuant to the applicable requirements of the Act and FCC and RCA regulations, the Parties shall upon request, make available to each other for resale <u>local wireline</u> Telecommunications Services that they currently provide at retail to their respective Customers or may, during the term of this Agreement, provide at retail to their respective Customers. A Party may request resale of the other Party's Telecommunications Services only in a local exchange in which the Party is certified to provide Local Exchange Service. The Telecommunications Services provided by one Party to the other Party pursuant to this Section 6.0, Resale, are collectively referred to as "Local Resale."	6.1.1 Pursuant to the applicable requirements of the Act and FCC and RCA regulations, the Parties shall upon request, make available to each other for resale Telecommunications Services that they currently provide at retail to their respective Customers or may, during the term of this Agreement, provide at retail to their respective Customers. A Party may request resale of the other Party's Telecommunications Services only in a local exchange in which the Party is certified to provide Local Exchange Service. The Telecommunications Services provided by one Party to the other Party pursuant to this Section 6.0, Resale, are collectively referred to as "Local Resale."	04/24/07: Reason for Change: <u>new language</u> OPEN 5/8/07: GCI proposes new language
6.1.2 Intentionally Left Blank	6.1.2 Intentionally Left Blank	AGREED 05/08/07
6.1.3 GCI will provide local retail services for resale by ITC/MTC in each of ITC/MTC's local calling areas under the provisions of this Agreement no later than sixty (60) <u>ninety (90)</u> days following receipt of ITC/MTC's notice of intent to purchase resold services in such local calling area,	6.1.3 GCI will provide local retail services for resale by ITC/MTC in each of ITC/MTC's local calling areas under the provisions of this Agreement no later than sixty (60) days following receipt of ITC/MTC's notice of intent to purchase resold services in such local calling area, provided,	OPEN ITC 06/20/07: Reason for Change: <u>Accepted location and service language.</u> OPEN 5/8/07: GCI to review in conjunction

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GRAYED TEXT INDICATES LANGUAGE THAT WAS PROPOSED BUT WAS NOT CHOSEN AS THE FINAL AGREED UPON LANGUAGE FOR USE IN THE CONTRACT WHERE NO COMMENTS ARE INDICATED LANGUAGE HAS BEEN PROPOSED BUT NOT YET DISCUSSED OR AGREED UPON

GCI Proposed Language	ITC/MTC Proposed Language	Comments
provided, however, that GCI will not be obligated to provide local resale services for resale in a local calling area sooner than sixty (60) days after GCI begins serving its first local service Customer provisioned on GCI's own network in that local calling area, excluding service provided to GCI employees or GCI corporate lines or test lines.	however, that GCI will not be obligated to provide local resale services for resale in a local calling area sooner than sixty (60) days after GCI begins serving its first local service Customer provisioned on GCI's own network in that local calling area, excluding service provided to GCI employees or GCI corporate lines or test lines.	<u>with 6.4.2 (timeframe)</u>

GCI Proposed Language	ITC/MTC Proposed Language	Comments
6.1.4 Should ITC choose to purchase, or resale, to its Third Parties, GCI's local services under an agreement, tariff offering, or special contract other than this Agreement, the terms and conditions of that arrangement shall supersede the terms and conditions of this Agreement.	6.1.4 Should ITC/MTC choose to purchase, for resale to its Customers, GCI's local services under an agreement, tariff offering, or special contract other than this Agreement, the terms and conditions of that arrangement shall supersede the terms and conditions of this Agreement.	OPEN ITC 04/20/07: Reason for Change: same language ITC/MTC has to compare and find changes. AGREED 05/08/07
6.2 General Terms and Conditions	6.2 General Terms and Conditions	Reason for Change: bold headings AGREED 05/08/07
6.2.1 Tariff Controlling Intentionally Left Blank	6.2.1 Tariff Controlling	OPEN ITC 04/20/07: Reason for Change: add bold heading GCI OPEN 05/08/07: at arbitration with CVTC
6.2.1.1. The Retail Provider's retail services that are resold under this Agreement shall be subject to the Retail Provider's Tariff provisions governing such retail services. Notwithstanding the requirements identified in Section 2 of this Agreement, in the event of a conflict between this Section 6 and the Retail Provider's Tariff regarding services sold at resale, the Retail Provider's Tariff shall govern. Intentionally Left Blank.	6.2.1.1. The Retail Provider's retail services that are resold under this Agreement shall be subject to the Retail Provider's Tariff provisions governing such retail services. Notwithstanding the requirements identified in Section 2 of this Agreement, in the event of a conflict between this Section 6 and the Retail Provider's Tariff regarding services sold at resale, the Retail Provider's Tariff shall govern.	OPEN ITC 04/20/07: Reason for Change: add bold heading GCI OPEN 05/08/07: at arbitration with CVTC
6.2.2 Pricing	6.2.2 Pricing	Reason for Change: bold heading AGREED 05/08/07
6.2.2.1 The applicable charges for services available for resale are identified in Exhibit A. Certain services are not available for resale under this Agreement, as noted in this Section 6.2.	6.2.2.1 The applicable charges for services available for resale are identified in the Retail Provider's Tariff. Certain services are not available for resale under this Agreement, as noted in this Section 6.2.	OPEN ITC 04/20/07: Reason for Change: remove exhibit AGREED 05/08/07
6.2.2.2 The Telecommunications Services available for resale hereunder are provided at Retail Provider's retail Tariff rates,	6.2.2.2 The Telecommunications Services available for resale hereunder are provided at Retail Provider's retail Tariff rates,	OPEN ITC 04/20/07: Reason for Change: remove language AGREED 05/08/07

GCI Proposed Language	ITC/MTC Proposed Language	Comments
Telecommunications services available for resale under the tariff are subject to final approved changes to the tariff by ITC and any such changes shall apply from the approved effective date of such change or a later date, and only only.	which may change during the term of this Agreement.	<i>05/08/07</i> AGREED 05/08/07
6.2.2.3 Intentionally Left Blank	6.2.2.3 Intentionally Left Blank	AGREED 05/08/07
6.2.2.4 The Reseller shall pay to the Retail Provider the Primary Interexchange Carrier ("PIC") Change Charge for a <u>end user</u> Customer change of interstate or intrastate toll Carriers. Any change in a <u>end user</u> Customer's interstate or intrastate toll Carrier must be requested by the Reseller on behalf of its <u>end user</u> Customer and the Retail Provider will not accept changes to the <u>end user</u> Customer's interstate or intrastate toll Carrier(s) from any other Person.	6.2.2.4 The Reseller shall pay to the Retail Provider the Primary Interexchange Carrier ("PIC") Change Charge for a Customer change of interstate or intrastate toll Carriers. Any change in a Customer's interstate or intrastate toll Carrier must be requested by the Reseller on behalf of its Customer and the Retail Provider will not accept changes to the Customer's interstate or intrastate toll Carrier(s) from any other Person.	<i>OPEN ITC 04/10/07 Reason for Change: introduced by reseller to Retail Provider and Reseller to simplify language</i> OPEN 5/24/07 <i>Note: "Person" is defined in section 6.1</i>
6.2.2.5 GCI agrees to pay ITC and ITC agrees to pay GCI when its respective End User Customer activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace). The listing of these examples does not imply that either ITC or GCI has or is obligated to provide those particular services. With respect to all such charges, both Parties shall provide the other with sufficient information to enable it to bill its end user Customer.	6.2.2.5 The Reseller agrees to pay the Retail Provider when its respective Customer activates any services or features that are billed on a per use or per activation basis (e.g., continuous redial, last call return, call back calling, call trace). The listing of these examples does not imply that either Party has or is obligated to provide those particular services. With respect to all such charges, each Party shall provide the other with sufficient information to enable it to bill its Customers.	<i>OPEN ITC 04/30/07 Reason for Change: simplify language</i> AGREED 05/08/07

GCI Proposed Language	ITC/MTC Proposed Language	Comments
6.2.2.5 If prices for services sold by third party under this Agreement change, based on changes in the tariff, changes billed to the Reseller for such services will be based upon the new tariff rates as agreed or herein or as established by PIA action. The new rates will be directly applied to the end-user date of last bill.	6.2.2.6 Intentionally Left Blank	OPEN ITC 04-2007: Review for changes to function of 6.2.2.5 AGREED 05/08/07
6.2.2.7 Product-specific manufacturing charges as set forth in the Tariff will apply when new or additional resold services are ordered and installed at the end user's (i.e., end user's request for installation) User Customers.	6.2.2.7 The Retail Provider shall assess the Reseller any product-specific nonrecurring charges as set forth in the Retail Provider's Tariff, when new or additional resold services are ordered and installed at the Reseller's request.	OPEN ITC 04-2007: Review for charges to apply to reseller AGREED 05/08/07
6.2.3 Services available for resale under this Agreement may be resold only to the same class of end user customers to which the Carrier sells such services.	6.2.3 The Reseller may resell services available for resale under this Agreement only to the same class of Customers to which the Retail Provider sells such services.	OPEN ITC 04-2007: Review for charges to apply to reseller AGREED 05/08/07
6.2.3.1 Intentionally Left Blank.	6.2.3.1 Intentionally Left Blank.	not change AGREED 05/08/07
6.2.3.2 Market trials of ninety (90) days or less are not available for resale.	6.2.3.2 Market trials of ninety (90) days or less are not available for resale.	not change AGREED 05/08/07
6.2.3.3 Universal Emergency Number Service is not available for resale. Universal Emergency Number service (E911/911 service) is provided with each Local Exchange Service line resold by either Carrier whenever E911/911 service would be provided on the same line if provided by the Carrier to Carrier's retail end user customer.	6.2.3.3 Universal emergency number service (E911/911 service) is provided with each Local Exchange Service line provided for resale by the Retail Provider whenever E911/911 service would be provided by the Retail Provider to its own Customers on the same line.	OPEN ITC 04-2007: Review for charges to apply to reseller AGREED 05/08/07
6.2.3.4 Lifeline, Link Up and other means-tested service offerings are not available at resale. Support must be obtained directly by the Reseller.	6.2.3.4 Lifeline, Link Up and other means-tested service offerings are not available at resale. Support must be obtained directly by the Reseller.	not change AGREED 05/08/07

GCI Proposed Language	ITC/MTC Proposed Language	Comments
6.2.3.5 Any services that are not provided under ITC's Tariff or MTC's Tariff or a RCA approved special contract are not available for resale under this Agreement unless specifically agreed upon by the Parties.	6.2.3.5 Any services that are not provided under the Retail Provider's Tariff or a RCA approved Special Contract are not available for resale under this Agreement unless specifically agreed upon by the Parties.	OPEN ITC 04/20/07: Reason for Change: language change AGREED 05/08/07
6.2.4 Neither Party shall resell	6.2.4 Resale Restrictions	OPEN ITC 04/20/07: Reason for Change: clarify language AGREED 05/08/07
6.2.4.1 Residential service is not to be eligible to subscribe to such service (including, but not limited to, business or other nonresidential Customers).	6.2.4.1 Neither Party shall resell residential service to persons not eligible to subscribe to such service (including, but not limited to, business or other nonresidential Customers).	OPEN ITC 04/20/07: Reason for Change: clarify language AGREED 05/08/07
6.2.4.2 Neither Party shall resell business simple and complex services to Customers who do not meet the definitions found in the Retail Providers Tariff. <u>Intentionally Left Blank.</u>	6.2.4.2 Neither Party shall resell business simple and complex services to Customers who do not meet the definitions found in the Retail Providers Tariff.	OPEN ITC 04/20/07: Reason for Change: language change, ITC proposed that language be left blank OPEN 05/08/07: ITC review
6.2.4.3 Neither Party shall resell high capacity services such as PRI to Customers as lower capacity services. <u>Intentionally Left Blank.</u>	6.2.4.3 Neither Party shall resell high capacity services such as PRI to Customers as lower capacity services.	OPEN ITC 04/20/07: Reason for Change: language is from CVTC agreement that remains in dispute OPEN 05/08/07: No longer disputed by CVTC
6.2.4.4 Neither Party shall resell special access services reconfigured as switched services. <u>Intentionally Left Blank</u>	6.2.4.4 Neither Party shall resell special access services reconfigured as switched services.	OPEN ITC 04/20/07: Reason for Change: language is from CVTC agreement that remains in dispute OPEN 05/08/07: ITC review

GCI Proposed Language	ITC/MTC Proposed Language	Comments
6.2.4.5 Any service that is a restricted or restricted service in this Agreement (including but not limited to, those in a Tariff) or that is prohibited by Applicable Law.	6.2.4.5 Neither Party shall resell any service that is in violation of a restriction stated in this Agreement (including, but not limited to, those in a Tariff) or that is prohibited by Applicable Law.	OPEN ITC 04/24/07: per carrier's request, language changed. AGREED 5/8/07
6.2.4.6 Neither Party shall resell Directory Assistance Service provide by a third party provider Intentionally Left Blank.	6.2.4.6 Neither Party shall resell Directory Assistance Service provide by a third party provider.	OPEN ITC 04/24/07: ITC to review language. OPEN 05/08/07: ITC to review
6.2.5 Intentionally Left Blank.	6.2.5 Intentionally Left Blank.	AGREED 05/08/07
6.2.6 Grandfathered Services	6.2.6 Grandfathered Services	AGREED 05/08/07
6.2.6.1 Either Party shall be subject to the same limitations that the Customers are subject to with respect to any Telecommunications Service that the Carrier grandfathered or discontinues offering. Without limiting the foregoing, except to the extent that either Party follows a different practice for its Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.	6.2.6.1 Each Party shall offer to the other for resale all Grandfathered Services solely for the existing grandfathered base. Specifically, Grandfathered Services available for resale: (a) are available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service, and (d) will be furnished only in the quantity provided at the time service was grandfathered.	OPEN ITC 04/24/07: per carrier's request, language was changed "Telecommunications Service" to "Telecommunications". AGREED 05/08/07

GCI Proposed Language	ITC/MTC Proposed Language	Comments
6.2.6.2 Both Parties shall offer to the other the resale of all grandfathered services except for any services which may be subject to	6.2.6.2 Intentionally Left Blank	OPEN ITC 04/20/07: Review for change, including 6.2.6.1 AGREED 05/08/07
6.2.6.2.1 Grandfathered or discontinued service offerings to Persons not eligible to purchase or such service offerings will not be available for resale.	6.2.6.2.1 Intentionally Left Blank.	OPEN ITC 04/20/07: Review for change, including 6.2.6.1 AGREED 05/08/07
6.2.7 Intentionally Left Blank.	6.2.7 Intentionally Left Blank.	AGREED 05/08/07
6.2.8 Both Parties shall establish all their own rules and procedures of business, including but not limited to, all rates, services, and their telecommunications services.	6.2.8 Intentionally Left Blank.	OPEN ITC 04/20/07: Review for change, including 6.2.7 AGREED 05/08/07
6.2.9 Contract Service Arrangements, Special Arrangements, and Promotions	6.2.9 Contract Service Arrangements, Special Contracts, and Promotions	OPEN ITC 04/20/07: Review for change, including Special Contracts in addition AGREED 05/08/07
6.2.9.1 Unless otherwise restricted by this Agreement, both Parties shall offer for resale all of its Telecommunications Services available at retail under the Parties local service certifications to customers, including carriers, sSpecial cContracts approved by the RCA and Promotions in excess of ninety (90) days, all in accordance with the Act, FCC and RCA regulations, and the Parties' Tariffs. The Parties will be bound in all respects by the	6.2.9.1 Unless otherwise restricted by this Agreement, both Parties shall offer for resale all of its Telecommunications Services available at retail to Customers, including Special Contracts approved by the RCA and Promotions in excess of ninety (90) days, all in accordance with the Act, FCC and RCA regulations, and the Parties' Tariffs. The Parties will be bound in all respects by the terms and conditions of the Special Contract	OPEN ITC 04/20/07: Review for change, simplify language <u>OPEN 5/24/07</u> "Tariff" is defined as for local services.

GCI Proposed Language	ITC/MTC Proposed Language	Comments
terms and conditions of the Special Contract between the Party and the Customer.	between the Party and the Customer.	
6.2.10 Retention of Access Revenue	6.2.10 Retention of Access Revenue	AGREED 05/08/07
6.2.10.1 Each Party The Retail Provider shall be entitled to retain all charges for its Exchange Access services used by interexchange Carriers to provide service to the other Party Reseller's Customers.	6.2.10.1 Each Party shall be entitled to retain all charges for its Exchange Access services used by interexchange Carriers to provide service to the other Party's Customers.	<p>OPEN ITC 04/20/07: Language change proposed.</p> <p>Review for Change: this is really a technical provision.</p> <p>05/08/07 ITC to review proposed language</p>
6.2.11 E911/911 Call Routing	6.2.11 E911/911 Call Routing	<p>OPEN ITC 04/20/07: Review for Change: added heading.</p> <p>Review for Change: may be language.</p> <p>Review for Change: language is not clear.</p> <p>Review for Change: language is not clear.</p> <p>05/08/07: ITC to review language. Review for Change: 06/08/07: ITC to review.</p> <p>AGREED 05/08/07</p>
6.2.11.1 Each Party shall provide to the other, for resale Customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") or emergency responder.	6.2.11.1 Each Party shall provide to the other, for resale Customers, E911/911 call routing to the appropriate Public Safety Answering Point ("PSAP") or emergency responder.	AGREED 05/08/07
6.2.11.2 Neither Party shall be responsible for any failure to provide accurate Customer information for listings in any E911/911 databases. Intentionally Left Blank	6.2.11.2 Neither Party shall be responsible for any failure to provide accurate Customer information for listings in any E911/911 databases.	OPEN 05/08/07: ITC to review

GCI Proposed Language	ITC/MTC Proposed Language	Comments
6.2.11.3 If a Party is responsible for maintaining the E911/911 database for any service area covered under this Agreement, then the other Party shall provide its Customer information for the Automatic Location Identification/Database Management System ("ALI/DMS") provider.	6.2.11.3 If a Party is responsible for maintaining the E911/911 database for any service area covered under this Agreement, then the other Party shall provide its Customer information for the Automatic Location Identification/Database Management System ("ALI/DMS") provider.	AGREED 05/08/07
6.2.11.4 Each Party shall use its standard processes and timeframes to update and maintain its respective Customer service information in the ALI/DMS.	6.2.11.4 Each Party shall use its standard processes and timeframes to update and maintain its respective Customer service information in the ALI/DMS.	AGREED 05/08/07
6.2.11.5 Neither Party assumes liability for the accuracy of any Customer information provided by the other Party for listing in any E911/911 database. For additional terms and conditions of E911/911 service, refer to section 10 of this Agreement.	6.2.11.5 Neither Party assumes liability for the accuracy of any Customer information provided by the other Party for listing in any E911/911 database. For additional terms and conditions of E911/911 service, refer to section 10 of this Agreement.	AGREED 05/08/07
6.3 Facilities	6.3 Facilities	AGREED 05/08/07
6.3.1 ITC, GCI, and suppliers of either shall retain all of their right, title, and interest in all facilities equipment, software, information, and wiring, used to provide their Telecommunications Services.	6.3.1 The Retail Provider and its suppliers shall retain all their right, title, and interest in all facilities, equipment, software, information, and wiring, used by the Reseller for resold Telecommunications Services.	OPEN ITC 04/20/07: Reason for Change: simplify language AGREED 05/08/07
6.3.2 ITC and GCI shall have access at all reasonable times to end-user locations for the purpose of installing, inspecting, maintaining,	6.3.2 The Retail Provider shall have access at all reasonable times to Customer locations for the purpose of installing, inspecting, maintaining,	OPEN ITC 04/20/07: Reason for Change: simplify language

GCI Proposed Language	ITC/MTC Proposed Language	Comments
repairing, and removing facilities, equipment, software, and wiring, used to provide the Telecommunications Services. Each Party shall, at its own expense, obtain any rights and authorizations necessary for such access in advance of the other's visit to their End User Customer location.	repairing, and removing facilities, equipment, software, and wiring used to provide resold Telecommunications Services. The Reseller shall, at its own expense, obtain any rights and authorizations needed for the Retail Provider to access the Reseller's Customer's location.	AGREED 05/08/07
6.3.3 Except as otherwise agreed to in writing by the Parties, the Retail Provider shall not be responsible for the installation, inspection, repair, maintenance, or removal of CPE facilities, equipment, software, or wiring provided by the Reseller or the Reseller's Customers for use with the Retail Provider's Telecommunications Services.	6.3.3 Except as otherwise agreed to in writing by the Parties, the Retail Provider shall not be responsible for the installation, inspection, repair, maintenance, or removal of CPE facilities, equipment, software, or wiring provided by the Reseller or the Reseller's Customers for use with the Retail Provider's Telecommunications Services.	OPEN ITC 04/20/07: Reason for Change: simplify language <u>OPEN 05/08/07: ITC to review GCI change</u>
6.4 Notices	6.4 Notices	AGREED 05/08/07
6.4.1 Each Party will be responsible for its own monitoring of updates on products and services, promotions, deployment of new products and services, modifications and price changes to existing products and services via regulatory agency public notice or other means. Each Party must provide the other with thirty (30) days' written notice prior to discontinuation of any services that the other resells. Each Carrier is responsible for notifying its End User Customers of the discontinuance.	6.4.1 Each Party will be responsible for its own monitoring of updates on products and services, promotions, deployment of new products and services, modifications and price changes to existing products and services via regulatory agency public notice or other means. Each Party must provide the other with thirty (30) days' written notice prior to discontinuing any services that the other resells. Each Party is responsible for notifying its Customers of the discontinuance.	OPEN ITC 04/20/07: Reason for Change: simplify language AGREED 05/08/07
6.4.2 ITC/MTC shall give GCI notice of its intent to purchase resold services under this Agreement <u>ninety 60(90)</u> days prior to ITC/MTC's first order.	6.4.2 ITC/MTC shall give GCI notice of its intent to purchase resold services under this Agreement 60 days prior to ITC/MTC's first order.	OPEN ITC 04/20/07: Reason for Change: to be consistent with 6.1.3 <u>OPEN ITC Review 5/24/07</u>

GCI Proposed Language	ITC/MTC Proposed Language	Comments
6.4.3 Intentionally Left Blank. ITC-ITC/MTC shall meet with GCI to review business procedures and requirements including but not limited to resale order processes, directory updates, 911 updates, treatment of automated customer network trouble reports, translation and routing requirements, and associated charges no less than <u>sixty 75(60)</u> days prior to sending the first order.	6.4.3 Intentionally Left Blank.	OPEN ITC 04/20/07: Reason for Change: bilateral agreement covered in Section 12 <u>OPEN 05/08/07: ITC to review</u>
6.5 Responsibilities of the Parties	6.5 Responsibilities of the Parties	AGREED 05/08/07
6.5.1 Each Party The Retail Provider shall give its Customers the Reseller, the ability to report service problems twenty-four (24) hours per day, seven (7) days per week. If GCI's Customers call ITC/MTC, they will be referred to GCI and if ITC/MTC's Customers call GCI they shall be referred to ITC/MTC. If the Customer does not know which Party is its provider and the ITC/MTC or GCI duty person cannot make that determination, the other Party will be contacted for assistance in determining the Customer's appropriate Carrier at the numbers found in the Operations Manual. Refer to Section 12 for a description of applicable charge.	6.5.1 Each Party shall give its Customers the ability to report service problems twenty-four (24) hours per day, seven (7) days per week. If GCI's Customers call ITC/MTC, they will be referred to GCI and if ITC/MTC's Customers call GCI they shall be referred to ITC/MTC. If the Customer does not know which Party is its provider and the ITC/MTC or GCI duty person cannot make that determination, the other Party will be contacted for assistance in determining the Customer's appropriate Carrier at the numbers found in the Operations Manual. Refer to Section 12 for a description of applicable charge.	OPEN ITC 04/20/07: Reason for Change: simplify language <u>OPEN 05/08/07: ITC to review</u>
6.5.2 Intentionally Left Blank.	6.5.2 Intentionally Left Blank.	AGREED 05/08/07
6.5.3 Each Party shall designate the Primary Interexchange Carrier ("PIC") assignments on behalf of its End User Customers for Interstate and	6.5.3 Each Party shall designate the Primary Interexchange Carrier ("PIC") assignments on behalf of its Customers for interstate and intrastate	OPEN ITC 04/20/07: Reason for Change: specify company ITC/MTC

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WHERE NO COMMENTS ARE INDICATED LANGUAGE HAS BEEN PROPOSED BUT NOT YET DISCUSSED OR AGREED UPON

GCI Proposed Language	ITC/MTC Proposed Language	Comments
Intrastate toll services. ITC and GCI shall follow all Applicable Laws, rules and regulations with respect to PIC changes. ITC disclaims any liability for GCI's improper Interstate and Intrastate toll PIC change requests and GCI disclaims any liability for ITC's improper Interstate and Intrastate toll PIC change requests.	toll services. The Parties shall follow all Applicable Laws, rules and regulations with respect to PIC changes. ITC/MTC disclaims any liability for GCI's improper interstate and intrastate toll PIC change requests and GCI disclaims any liability for ITC/MTC's improper interstate and intrastate toll PIC change requests.	AGREED 05/08/07
6.5.4 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities. However, if a Party requests that facilities be constructed or enhanced to provide resold services, the other Party will construct facilities to the extent necessary to satisfy its obligations to provide basic local Exchange Service in accordance with its retail Tariff.	6.5.4 Resold services are available where facilities currently exist and are capable of providing such services without construction of additional facilities or enhancement of existing facilities.	OPEN ITC 04/20/07 <i>Reason for Change: tariff provisions control</i> AGREED 05/08/07
6.5.5 The Reseller shall pay the Retail Provider the Subscriber Line Charge ("SLC"), LNP charge, Network Access Fee ("NAF"), or any subsequent federally or state mandated charge <u>to end user Customer</u> for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC, LNP, or NAF also apply.	6.5.5 The Reseller shall pay the Retail Provider the Subscriber Line Charge ("SLC"), LNP charge, Network Access Fee ("NAF"), or any subsequent federally or state mandated charge for each local exchange line resold under this Agreement. All federal and state rules and regulations associated with SLC, LNP, or NAF also apply.	OPEN ITC 04/20/07: <i>Reason for Change: not in local tariff</i> <i>Note: LNP is a defined term in section 4.</i> <u>GCI OPEN: ITC to review</u>
6.6 Branding	6.6 Branding	AGREED 05/08/07
6.6.1 The Retail Provider may utilize its trade names, trademarks, and service marks when providing its services for resale to the reseller for purposes other than resale.	6.6.1 The Retail Provider may utilize its trade names, trademarks, and service marks when providing its services for resale.	OPEN ITC 04/20/07: <u>OPEN – ITC Review</u>

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GCI Proposed Language	ITC/MTC Proposed Language	Comments
<p>6.6.2 If the Retail Provider uses a third party contractor to provide Directory Assistance Services, Reseller will be responsible for entering into a direct contractual arrangement with the third party contractor at Reseller's expense to obtain identification of Directory Assistance Services provided to its resale Customers with Reseller's trade name.</p> <p>If the Retail Provider self-provides Directory Assistance, Reseller shall pay the Retail Provider at rates specified in Exhibit A for modifications of branding if desired.</p>	<p>6.6.2 If the Retail Provider uses a third party contractor to provide Directory Assistance Services, Reseller will be responsible for entering into a direct contractual arrangement with the third party contractor at Reseller's expense to obtain identification of Directory Assistance Services provided to its resale Customers with Reseller's trade name.</p> <p>If the Retail Provider self-provides Directory Assistance, Reseller shall pay the Retail Provider at rates specified in Exhibit A for modifications of branding if desired.</p>	<p>OPEN ITC 04/20/07: Reason for Change: simplify language and truth in advertising language</p> <p>AGREED 5/24/07</p>
<p>6.6.3 The Reseller shall identify resold services using the Retail Provider's service marks. All marketing materials and invoices used by Reseller for resold services shall contain the statement "Local Service Provided by [name of Retail Provider]".<u>Intentionally Left Blank</u></p>	<p>6.6.3 The Reseller shall identify resold services using the Retail Provider's service marks. All marketing materials and invoices used by Reseller for resold services shall contain the statement "Local Service Provided by [name of Retail Provider]".</p>	<p>05/08/07: <u>GCI proposes alternate language</u></p>
<p>6.6.3 Any such identification of ITC's Telecommunications Services shall not constitute the grant of a license or other right to GCI to use ITC's Marks. Any such identification of GCI's Telecommunications Services shall not constitute the grant of a license or other right to ITC to use GCI's Marks.</p>	<p>6.6.4 Any such identification of the Retail Provider's Telecommunications Services shall not constitute the grant of a license or other right to the Reseller to use the Retail Provider's marks.</p>	<p>OPEN ITC 04/20/07: Reason for Change: change numbering and simplify language</p> <p>AGREED 05/08/07</p>
<p>6.7 Intercept Treatment and Transfer</p>	<p>6.7 Intercept Treatment and Transfer</p>	<p>Parties Agree with proposed language 05/08/07</p>

GCI Proposed Language	ITC/MTC Proposed Language	Comments
Service Announcements	Service Announcements	AGREED 05/08/07
6.7.1 ITC and GCI shall provide non-discriminatory unbranded intercept treatment and transfer of service announcements to the other Party's resale subscribers in accordance with their respective Tariffs.	6.7.1 The Retail Provider shall provide non-discriminatory unbranded intercept treatment and transfer of service announcements to the t Reseller's Customers in accordance with its Tariff.	OPEN ITC 04/20/07: <i>Reason for Change: simplify language</i> AGREED 05/08/07
6.8 LIDB	6.8 LIDB	AGREED 05/08/07
6.8.1 ITC and GCI are responsible for providing timely and accurate information to a National Line Information Database ("LIDB") for End User Customers receiving dial tone from their respective switches. The information provided will be used to create and maintain LIDB line records necessary for LIDB services. When a Customer switches service to GCI and GCI is providing service to that Customer by reselling ITC service, ITC will leave the LIDB line record for that Customer's telephone number(s) intact unless the service order sent to ITC dictates a change to the LIDB line record. When a Customer switches service to ITC and ITC is providing service to that Customer by reselling GCI service, GCI will leave the LIDB line record for that Customer's telephone number(s) intact unless the service order sent to GCI dictates a change to the LIDB line record.	6.8.1 Both Parties are responsible for providing timely and accurate information to a National Line Information Database ("LIDB") for Customers receiving dial tone from their respective switches. The information provided will be used to create and maintain LIDB line records necessary for LIDB services. When a Customer switches service to the Reseller, the Retail Provider will leave the LIDB line record for that Customer's telephone number(s) intact unless the service order sent to the Retail Provider dictates a change to the LIDB line record.	OPEN ITC 04/20/07: <i>Reason for Change: simplify language</i> AGREED 05/08/07
6.8.2 In the event that the LIDB vendor contracted by either ITC or GCI is unable to properly maintain LIDB data on resale numbers, ITC and GCI have agreed to exchange LIDB data electronically for subscribers with numbers to be	6.8.2 In the event that the LIDB vendor contracted by either ITC or GCI is unable to properly maintain LIDB data on resale numbers, ITC and GCI have agreed to exchange LIDB data electronically for subscribers with numbers to be	OPEN ITC 04/20/07: <i>Reason for change: unnecessary</i> <u>OPEN 05/08/07: ITC to review</u>

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GCI Proposed Language	ITC/MTC Proposed Language	Comments
included with the regular transmission of data to the vendor, and to treat all exchange of LIDB data as strictly confidential and to use data only for the purpose of accurately updating LIDB services.	included with the regular transmission of data to the vendor, and to treat all exchange of LIDB data as strictly confidential and to use data only for the purpose of accurately updating LIDB services.	
6.8.3 Intentionally Left Blank.	6.8.3 Intentionally Left Blank.	AGREED 05/08/07

Section 7 - Interconnection

Editing Process: ITC will copy GCI language to its opposite cell and begin redline process to enter the desired language if agreement not reached. This document is then saved and returned to GCI as "ITC Version 2- date" (don't forget to update the footer). This process is then repeated by GCI and returned back to ITC until the desired language is agreed to by both parties. The comments section is reserved for both Parties to make language clarification statements and annotation of when agreement is reached by a statement such as "language agreed - date" The actual language that will be used in the contract remains in "black", and the disregarded language will be made "gray".

GCI Proposed Language	ITC/MTC Proposed Language	Comments
SECTION 7.0 - INTERCONNECTION	SECTION 7.0 - INTERCONNECTION	AGREED 05/08/07
7.1 Interconnection	7.1 Interconnection	AGREED 05/08/07
7.1.1 "Interconnection" is defined in section 51.5 of FCC Rules as "the linking of two networks for the mutual exchange of traffic". This section describes the Interconnection of ITC/MTC's local exchange network and GCI's local exchange network for the purpose of exchanging Exchange Service. This Agreement does not apply to direct interconnection between ITC/MTC's local exchange carrier network and GCI's Commercial Mobile Radio Service ("CMRS") network, or to direct interconnection between ITC/MTC's CMRS and GCI's local exchange network. The Parties will provide Interconnection at the trunk side of a local switch. The Parties agree that "Local Interconnection Service" ("LIS") is provided for the purpose of connecting End Office Switches to End Office Switches for the exchange of Exchange Service. The Parties agree that they will use trunks deployed pursuant to this Agreement for the Parties' Exchange Service traffic only.	7.1.1 "Interconnection" is defined in section 51.5 of FCC Rules as "the linking of two networks for the mutual exchange of traffic. This section describes the Interconnection of ITC/MTC's local exchange network and GCI's local exchange network for the purpose of exchanging Exchange Service. This Agreement does not apply to direct interconnection between ITC/MTC's local exchange carrier network and GCI's Commercial Mobile Radio Service ("CMRS") network, or to direct interconnection between ITC/MTC's CMRS and GCI's local exchange network. The Parties will provide Interconnection at the trunk side of a local switch. The Parties agree that "Local Interconnection Service" ("LIS") is provided for the purpose of connecting End Office Switches to End Office Switches for the exchange of Exchange Service. The Parties agree that they will use trunks deployed pursuant to this Agreement for the Parties' Exchange Service traffic only.	<p>OPEN ITC 04/20/07: Reason for Change: removed "Exchange Access" it applies to local service only not Toll Service.</p> <p>Reason for Change: 251(a) does not define Interconnection</p> <p>Reason for Change: removed EAS because it is in section 4 Is there EAS?</p> <p>Reason for Change: transiting not available - ITC/MTC are not required to provide connection to third party carriers under this agreement.</p> <p>AGREED 5/24/07</p>
7.1.1.1 Each of the Parties will provide to each other Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other party to which it provides	7.1.1.1 Each Party will provide to the other Interconnection at least equal in quality to that provided to itself, to any subsidiary, Affiliate, or any other Party to which it provides	ITC OPEN 04/20/07: Reason for Change: simplify language

GCI Proposed Language	ITC/MTC Proposed Language	Comments
Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. The Parties will both provide Interconnection under rates, terms, and conditions that are just, reasonable and non-discriminatory. In addition, they shall comply with all state retail service quality requirements.	Interconnection. Notwithstanding specific language in other sections of this Agreement, all provisions of this Agreement regarding Interconnection are subject to this requirement. Both Parties will provide Interconnection under rates, terms, and conditions that are just, reasonable and non-discriminatory. In addition, they shall comply with all state retail service quality requirements.	AGREED 05/08/07
7.1.1.2 The Parties shall work cooperatively to install and maintain a reliable Interconnection architecture. The Parties shall exchange maintenance contact numbers, escalation contact information, information related to the jointly constructed local exchange network configuration, information required to comply with law enforcement and other security agencies of the government, and other information as the Parties shall mutually agree to achieve desired reliability.	7.1.1.2 The Parties shall work cooperatively to install and maintain a reliable Interconnection architecture. The Parties shall exchange maintenance contact numbers, escalation contact information, information related to the local exchange network configuration, information required to comply with law enforcement and other security agencies of the government, and other information as the Parties shall mutually agree to achieve desired reliability.	ITC OPEN 04/20/07: <i>Reason for Change: simplify language</i> AGREED 05/08/07
7.1.1.3 The Point of Interconnection ("POI") marks the demarcation between the Parties networks. Each Party is responsible for the transporting of traffic originating from its Customers to the POI and for Termination of traffic received at the POI, or from the POI to its own Customers. If the switch is a remote, the host switch shall be the appropriate terminating switch. The POI shall be located at the Central Office of the terminating Switch serving the called party unless otherwise mutually agreed by the Parties. If the switch is a remote, the host switch shall be the appropriate terminating switch. Each Party shall provide its own facilities or purchase	7.1.1.3 The Point of Interconnection ("POI") marks the demarcation between the Parties networks. Each Party is responsible for the transporting of traffic originating from its Customers to the POI or from the POI to its own Customers. If the switch is a remote, the host switch shall be the appropriate terminating switch. The POI shall be located at the Central Office of the terminating Switch unless otherwise mutually agreed by the Parties. Each Party shall provide its own facilities or purchase necessary transport to reach the POI.	ITC OPEN 04/20/07: <i>Reason for Change: simplify language</i> <i>Moved to 10.1.4.1</i> <u>OPEN 05/08/07: ITC to review</u>

GCI Proposed Language	ITC/MTC Proposed Language	Comments
necessary transport to reach the POI.		
7.1.1.4 Interconnection trunks shall be <u>initially</u> established between the GCI switches and MTC/ITC switch in Nome/Seward . <u>GCI or ITC may also request additional interconnection arrangements at other switches in the future.</u>	7.1.1.4 Interconnection trunks shall be established between the GCI switch and MTC/ITC switch in Nome/Seward. .	ITC OPEN 04/20/07: <i>Reason for Change: location specific</i> <i>Reason for Change: Irrelevant</i> OPEN 05/08/07: ITC to review proposed language ▪ 7.1.1. excludes CMRS interconnection
7.1.2 Methods of Interconnection The Parties will negotiate the facilities arrangement used to interconnect their respective Local Exchange Carrier networks. GCI shall establish at least one (1)—physical POI in ITC's/MTC's Seward/Nome service area. The Parties shall establish, by mutual agreement, at least one (1) of the following Interconnection arrangements; between the Parties' respective switches: (1) a DS1 or DS3 facility provided by ITC/MTC, GCI, or a third party; (2) self provided facilities; (3) negotiated Mid-Span Meet facilities; or (4) other mutually agreed arrangement.	7.1.2 Methods of Interconnection The Parties will negotiate the facilities arrangement used to interconnect their respective Local Exchange Carrier networks. GCI shall establish at least one (1) physical POI in ITC/MTC's Seward/Nome service area. The Parties shall establish, by mutual agreement, at least one (1) of the following Interconnection arrangements, between the Parties' respective switches: (1) a DS1 or DS3 facility provided by ITC/MTC, GCI, or a third party; (2) self provided facilities; (3) negotiated Mid-Span Meet facilities; or (4) other mutually agreed arrangement.	ITC OPEN 04/20/07: <i>Reason for Change: location specific</i> OPEN 05/08/07: ITC to review proposed language
7.1.2.1 Intentionally Left Blank	7.1.2.1 Intentionally Left Blank	AGREED 05/08/07
7.1.2.2 Self-provided Facilities: GCI may self-provide facilities to ITC's switch location at its own expense. ITC may self-provide facilities to GCI's switch location at its own expense. In such case, trunks will be delivered on T1's on copper tie	7.1.2.2 Self-provided facilities: Each Party may self-provide facilities to the other Party's switch location at its own expense. In such case, trunks will be delivered via T1's on copper tie pairs unless otherwise mutually agreed.	ITC OPEN 04/20/07: <i>Reason for Change: simplify language</i> AGREED 05/08/07

GCI Proposed Language	ITC/MTC Proposed Language	Comments
pairs unless otherwise mutually agreed.		
7.1.2.3 Mid-Span Meet. ITC and GCI may agree to a mid-span meet for transport of traffic in both directions with each Party bearing the cost of the fiber, terminal, and multiplexing on its side of the meet point.	7.1.2.3 Mid-Span Meet facilities. The Parties may agree to a Mid-Span Meet for transport of traffic in both directions with each Party bearing the cost of the fiber, terminal, and multiplexing on its side of the meet point.	ITC OPEN 04/20/07: <i>Reason for Change: simplify language</i> AGREED 05/08/07
7.1.2.4 This section is not intended to preclude interconnection using newer technologies, such as IP trunking, when technically feasible. However, any IP trunking methodology must be functionally equivalent to TDM trunking using SS7 signaling before it can be considered a viable means of interconnection.	7.1.2.4 This section is not intended to preclude Interconnection using newer technologies, such as IP trunking, when technically feasible. However, any IP trunking methodology must be functionally equivalent to TDM trunking using SS7 signaling before it can be considered a viable means of Interconnection.	<i>No Change</i> AGREED 05/08/07
7.1.3 It shall be the responsibility of each Party to program and update its own switches and local exchange carrier network systems in order to recognize and route local traffic to the other Party's assigned telephone numbers. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.	7.1.3 It shall be the responsibility of each Party to program and update its own switches and Local Exchange Carrier network systems in order to recognize and route local traffic to the other Party's assigned telephone numbers. Except as expressly set forth in this Agreement, neither Party shall impose any fees or charges on the other Party for such activities.	<i>No Change</i> AGREED 05/08/07
7.2 Exchange of Traffic	7.2 Exchange of Traffic	AGREED 05/08/07
7.2.1 Description	7.2.1 Description	AGREED 05/08/07
7.2.1.1 This section addresses the exchange of traffic between the Parties' local exchange service networks, in Seward/Nome.	7.2.1.1 This section addresses the exchange of traffic between the Parties' local exchange service networks in Seward/Nome.	ITC OPEN 04/20/07: <i>Reason for Change: location specific</i> <u>OPEN 05/08/07 ITC to review changes</u>

GCI Proposed Language	ITC/MTC Proposed Language	Comments
7.2.1.2 The traffic exchanged under this Agreement is limited to Exchange Service traffic. Intentionally Left Blank	7.2.1.2 The traffic exchanged under this Agreement is limited to Exchange Service traffic.	ITC OPEN 04/20/07: Reason for Change: local service only not full EAS/Local is covered in definitions. OPEN 05/08/07: Redundant See 7.1.1
7.2.2 Terms and Conditions	7.2.2 Terms and Conditions	AGREED 05/08/07
7.2.2.1 Transport and Termination of Exchange Service (EAS/Local) Traffic	7.2.2.1 Transport and Termination of Exchange Service Traffic	AGREED 05/08/07
7.2.2.1.1 Exchange Service (EAS/Local) traffic will be terminated as Local Interconnection Service (LIS).		ITC OPEN 04/20/07: Reason for Change: redundant covered in 7.1.1 AGREED 05/08/07
7.2.2.1.1.2 As negotiated between the Parties, the transport of Exchange Service traffic may occur in several ways:	7.2.2.1.1 The transport of Exchange Service traffic to the POI may occur using one-way and/or two-way trunk groups.	ITC OPEN 04/20/07: Reason for Change: simplify language <u>OPEN: Redundant with 7.2.2.6.1</u>
7.2.2.1.2.1 One-way and/or two-way trunk groups may be established. To the extent there is a dispute, Section 5.18 applies.		ITC OPEN 04/20/07: Reason for Change: redundant 7.2.2.1.2 and unnecessary AGREED 05/08/07
7.2.2.2 Intentionally Left Blank		ITC OPEN 04/20/07: No obligation to provide under 251 (b) AGREE
		ITC OPEN 04/20/07: Reason for Change: redundant covered in 7.1.1

GCI Proposed Language	ITC/MTC Proposed Language	Comments
		AGREE
7.2.2.3 Signaling Options	7.2.2.3 Signaling Options	AGREED 05/08/07
7.2.2.3.1 SS7 Out-of-Band Signaling. SS7 Out-of-Band Signaling is available for LIS trunks provisioned on a TDM basis <u>when the Parties' switches are technically capable and have functioning SS7 links.</u> -- Each Party will provide for Interconnection of its signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, and GR-394 CORE.	7.2.2.3.1 SS7 Out-of-Band Signaling. SS7 Out-of-Band Signaling is available for LIS trunks provisioned on a TDM basis. Each Party will provide for Interconnection of its signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-954 CORE, and GR-394 CORE.	ITC OPEN 04/20/07: <i>Reason for Change: simplify language</i> <i>Make consistent with 7.1.2.4 definition added to Section 4 "TDM" means time division multiplexing.</i> OPEN 05/08/07: ITC to review language
<u>7.2.2.4 Measurement of Minutes</u>	<u>7.2.2.4 Measurement of Minutes</u>	
7.2.2.4.1 Measurement of terminating LIS minutes begins when the originating Party's switch receives answer supervision from the terminating Party's switch indicating the called Customer has answered. The measurement of terminating LIS minutes ends when either Party's switch receives disconnect supervision from the other Party's switch. The Measurement of LIS minutes is commonly referred to as "conversation time." ITC. Any billed minutes shall be measured as "conversation time", from answer supervision to disconnect signal. The Parties will charge one another only for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by the End Office Switch and rounded to the nearest whole minute. Minutes of use are only	7.2.2.4 Measurement of Minutes 7.2.2.4.1 Measurement of terminating LIS minutes begins when the originating Party's switch receives answer supervision from the terminating Party's switch indicating the called Customer has answered. The measurement of terminating LIS minutes ends when either Party's switch receives disconnect supervision from the other Party's switch. The Measurement of LIS minutes is commonly referred to as "conversation time." ITCThe Parties will charge one another only for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the Billing cycle by the End Office Switch and rounded to the nearest whole minute. Minutes of use are only applied	ITC OPEN 04/20/07: <i>Questions:</i> <i>What is the difference between end office and POI?</i> <i>Off-hook or on-hook actually comes from the switch.</i> OPEN GCI 05/08/07: ITC to review

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GCI Proposed Language	ITC/MTC Proposed Language	Comments
applied where the Parties agree to bill by reciprocal compensation, rather than bill and keep, <u>or for transit services if provided.</u>	where the Parties agree to bill by reciprocal compensation, rather than bill and keep.	
7.2.2.5 LIS Forecasting	7.2.2.5 LIS Forecasting	AGREED 05/08/07
7.2.2.5.1 Both ITC and GCI shall work in good faith to define a mutually agreed upon forecast of LIS trunking.	7.2.2.5.1 The Parties shall work in good faith to define a mutually agreed upon forecast of LIS trunking.	ITC OPEN 04/20/07: Reason for Change: simplify language AGREED 05/08/07
7.2.2.5.2 Both Parties will use industry standards to maintain acceptable grades of service. The Parties shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion. In this regard, the Parties agree that they will respond to one another's reasonable requests for trunk augmentation, interconnection establishment, and trunk blocking relief in no more time than they would in addressing internal transport needs or the needs of affiliates or other Carriers for interconnection trunking and transport.	7.2.2.5.2 The Parties will use industry standards to maintain acceptable grades of service. The Parties shall work cooperatively to apply sound network management principles and network management controls to alleviate or to prevent congestion. In this regard, the Parties agree that they will respond to one another's reasonable requests for trunk augmentation, interconnection establishment, and trunk blocking relief in no more time than they would in addressing internal transport needs or the needs of affiliates or other Carriers for interconnection trunking and transport.	ITC OPEN 04/20/07: Reason for Change: simplify language AGREED 05/08/07
7.2.2.5.3 Switch capacity growth requiring the addition of new switching modules may require twelve (12) months to order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, for capacity growth, each Party will utilize the other Party's annual forecasts and near-term demand to ensure availability.	7.2.2.5.3 Switch capacity growth requiring the addition of new switching modules may require twelve (12) months to order and install. To align with the timeframe needed to provide for the requested facilities for capacity growth,, including engineering, ordering, installation and make ready activities, each Party will utilize the other Party's annual forecasts and near-term demand to ensure availability.	No Change AGREED 05/08/07
7.2.2.5.4 Ninety (90) days prior to the first order for services provided under this Agreement, GCI shall provide ITC with initial forecasts of traffic and facilities usage under this Agreement	7.2.2.5.4 Ninety (90) days prior to the first order for services provided under this Agreement, GCI shall provide ITC/MTC with initial forecasts of traffic and facilities usage under this Agreement for	ITC OPEN 04/20/07: Reason for Change: simplify language

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GRAYED TEXT INDICATES LANGUAGE THAT WAS PROPOSED BUT WAS NOT CHOSEN AS THE FINAL AGREED UPON LANGUAGE FOR USE IN THE CONTRACT WHERE NO COMMENTS ARE INDICATED LANGUAGE HAS BEEN PROPOSED BUT NOT YET DISCUSSED OR AGREED UPON

GCI Proposed Language	ITC/MTC Proposed Language	Comments
for the first four (4) quarters following the date of the first order. This initial forecast will provide the amount of traffic to be delivered to and from ITC over each of the Interconnection Trunk groups over the next four (4) quarters. ITC and GCI shall update and exchange forecasts on an as-needed basis but no less frequently than annually. All forecasts shall include, at a minimum, traffic type (Local Traffic, 911, etc.), code (identifies trunk group), A location/Z location (CLLI codes for applicable End Office switches to which the interconnecting Party wishes to send traffic and the associated Point of Interconnection), interface type (e.g., DS1), and trunks in service each year (cumulative).	the first four (4) quarters following the date of the first order. This initial forecast will provide the amount of traffic to be delivered to and from ITC/MTC over each of the Interconnection trunk groups over the next four (4) quarters. ITC/MTC and GCI shall update and exchange forecasts on an as-needed basis but no less frequently than annually. All forecasts shall include, at a minimum, traffic type (Local Traffic and 911), code (identifies trunk group), originating location/terminating location CLLI codes for applicable End Office switches to which the interconnecting Party wishes to send traffic and the associated POI, interface type (e.g., DS1), and trunks in service each year (cumulative).	<p>AGREED 05/08/07</p> <p><i>Problem identified: Seward PSAP pay to transport calls to Troopers in Soldotna.</i></p>
7.2.2.5.5 LIS Forecasting and trunking adjustments. Each Party is responsible for sizing trunk groups to carry traffic from its end users to the other Party. If a trunk group has excess capacity of more than two DS1s for over four (4) months, a Party may contact the responsible Party and request that the trunk group size be reduced within 60 days.	7.2.2.5.5 LIS forecasting and trunking adjustments. Each Party is responsible for sizing trunk groups to carry traffic from its Customers to the other Party. If a trunk group has excess capacity of more than two DS1s for over four (4) months, either Party may request that the trunk group size be reduced within 60 days.	<p>ITC OPEN 04/20/07: <i>Reason for Change: simplify language</i></p> <p>AGREED 05/08/07</p>
7.2.2.5.6 Joint planning meetings, if necessary, will be used to bring clarity to the process. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. ITC and GCI shall provide a report reflecting current blocking of local direct and alternate trunk groups. The information is Proprietary, provided under non-disclosure, and is	7.2.2.5.6 Joint planning meetings, if necessary, will attempt to bring clarity to the forecasting process. During the joint planning meetings, both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements. No later than two (2) weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. The Parties shall provide one another reports reflecting current blocking of local direct and alternate trunk groups. Any information shared pursuant to this section shall be considered	<p>AGREED 05/08/07</p> <p><i>Reason for Change: redundant stated in 5.16</i></p>

GCI Proposed Language	ITC/MTC Proposed Language	Comments
to be used solely for Interconnection network planning. Parties may not distribute, disclose or reveal, in any form, this material other than as allowed and described in these subsections.	Proprietary Information for purposes of this agreement.	
7.2.2.5.7 Each Party shall provide a specified point of contact for planning, forecasting and trunk servicing purposes.	7.2.2.5.7 Each Party shall provide the other a specified point of contact for planning, forecasting and trunk servicing purposes.	ITC OPEN 04/20/07: AGREED 05/08/07
7.2.2.6 Trunking Requirements	7.2.2.6 Trunking Requirements	AGREED 05/08/07
7.2.2.6.1 In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).	7.2.2.6.1 In accordance with the terms of this Agreement, the Parties will deploy One-Way Interconnection Trunks (trunks with traffic going in one direction, including one-way trunks and uni-directional two-way trunks) and/or Two-Way Interconnection Trunks (trunks with traffic going in both directions).	ITC OPEN 04/20/07: <i>Question:</i> <i>What is the difference in uni-directional two-way trunks and traffic in two directions? Not defined in definitions.</i> OPEN 05/08/07: Pending ITC Agreement
7.2.2.6.2 The Parties will provide designed Interconnection facilities that meet the normal technical criteria and service standards, such as probability of blocking in peak hours and transmission standards, in accordance with current industry standards and state requirements.	7.2.2.6.2 The Parties will provide designed Interconnection facilities that meet current industry and state requirements , such as probability of blocking in peak hours and transmission standards.	ITC OPEN 04/20/07: <i>Reason for Change: Simplify language.</i> AGREED 05/08/07
7.2.2.6.3 Separate trunk groups may be established based on Billing, signaling, and network requirements.	7.2.2.6.3 Separate trunk groups may be established based on Billing, signaling, and network requirements.	AGREED 05/08/07
7.2.2.6.4 Trunk group connections will be made in increments of no less than a DS1 for exchange of Exchange Service traffic. Directory Assistance, 911/E911 and other N11 trunk groups may be made below a DS1 level, as negotiated. Intentionally Left Blank.	7.2.2.6.4 Trunk group connections will be made in increments of no less than a DS1 for exchange of Exchange Service traffic. Directory Assistance, 911/E911 and other N11 trunk groups may be made below a DS1 level, as negotiated.	ITC OPEN 04/20/07: <i>Reason for Change: simplify language</i> 05/08/07: OPEN
7.2.2.6.5 The Parties will provide Common Channel Signaling (CCS) to one another in	7.2.2.6.5 The Parties will provide Common Channel Signaling ("CCS") to one another in	AGREED 05/08/07

GCI Proposed Language	ITC/MTC Proposed Language	Comments
conjunction with all trunk circuits when mutually agreed.	conjunction with all trunk circuits when mutually agreed.	
7.2.2.7 Acceptance Testing. At the time of installation of a LIS trunk group, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.	7.2.2.7 Acceptance Testing. At the time of installation of a LIS trunk group, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.	AGREED 05/08/07
7.3 Intercarrier Compensation: Reciprocal Compensation/Bill and Keep	7.3 Intercarrier Compensation: Reciprocal Compensation/Bill and Keep	AGREED 05/08/07
7.3.1 Exchange Service: Interconnection traffic shall be carried on a bill and keep basis.	7.3.1 Exchange Service: LIS traffic shall be exchanged by the Parties on a bill and keep basis.	ITC OPEN 04/20/07: <i>Reason for Change: simplify language</i> AGREED 05/08/07
<p>7.3.2. CMRS Traffic</p> <p>The Parties may terminate through the local interconnection trunks any traffic that originates from a CMRS phone anywhere in Alaska and terminates to the ILEC local calling area. The foregoing will occur by the CMRS carrier delivering traffic to a Party (provided there is a direct interconnection between them) and that Party delivering that traffic to the terminating Party over the local interconnection trunks.</p> <p>The Parties may terminate through the local interconnection trunks any traffic that originates in the ILEC local calling area and terminates with a CMRS carrier that is interconnected within the ILEC local calling area.</p> <p>The foregoing will occur by the sending Party delivering to the other Party, over the local interconnection trunks, traffic that is to be terminated with a CMRS carrier, but only if and to the extent that there is a direct interconnection between the other Party and the CMRS carrier in</p>		<p>ITC OPEN 04/20/07: <i>Reason for Change: not legally required. This is a Wireline to Wireline agreement</i></p> <p>OPEN 05/08/07: ITC to review language</p> <p><i>See CMRS Agreement</i></p> <p><i>ITC/MTC may provide a transiting solution if GCI requests transiting.</i></p>

GCI Proposed Language	ITC/MTC Proposed Language	Comments
<p>the ILEC local calling area. The originating Party shall assume responsibility for, and hold the other Party harmless against, any termination or reciprocal compensation charges that may be assessed or demanded by the terminating CMRS carrier.</p> <p>All traffic terminated pursuant to this Section 7.3.2 must terminate to NXXs registered in the ILEC local calling area where the interconnection occurs.</p> <p>The physical and financial interconnection arrangements set forth in this section shall not apply to and shall not be utilized for the delivery of CMRS traffic between a Party and any third party with which such Party has established a direct interconnection arrangement for the exchange of traffic within the ILEC local calling area. This prohibition shall apply to any such direct interconnection arrangement between a Party and a third party that is in place prior to or established any time during the term of this Agreement.</p> <p>Nothing in this Section 7.3.2 shall be interpreted to require TELALASKAITC or GCI to transport CMRS traffic from one ILEC local calling area to another ILEC local calling area. Nothing in this Section 7.3.2 shall be interpreted to (1) require a Party to establish or retain direct interconnection with a CMRS carrier or enter into a CMRS interconnection agreement with a CMRS carrier; or (2) modify or affect any provision of a Party's CMRS interconnection agreement with a CMRS carrier.</p>		

GCI Proposed Language	ITC/MTC Proposed Language	Comments
All traffic terminated pursuant to this Section 7.3.2 shall be exchanged between the Parties on a bill and keep basis.		
7.4 Ordering	7.4 Ordering	AGREED 05/08/07
7.4.1 When ordering LIS, the ordering Party shall specify requirements on the Local Service Request ("LSR"): 1) the type and number of Interconnection facilities to terminate at the Point of Interconnection; 2) the number of voice trunks to be provisioned at an End Office Switch; and 3) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans. The providing party will not be required to provide any configuration beyond what is required by applicable law.	7.4.1 When ordering LIS, the ordering Party shall specify reasonable requirements on the LSR which may include: 1) the type and number of Interconnection facilities to terminate at the POI; 2) the number of voice trunks to be provisioned at an End Office Switch; and 3) any optional features. When the ordering Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans. The providing Party will not be required to provide any configuration beyond what is required by Applicable Law.	ITC OPEN 04/20/07: <i>Question: What are optional features?</i> AGREED 05/08/07
7.4.2 Each Party will provide the other Party the NXX's assigned to its switches for the Nome/Seward ITC service area Rate Center . Each Party shall use LRN routing unless otherwise mutually agreed, where number portability exists unless otherwise mutually agreed.	7.4.2 Each Party will provide the other Party the NXX's assigned to its switch for the Nome/Seward Rate Center. Each Party shall use LRN routing unless otherwise mutually agreed.	ITC OPEN 04/20/07: <i>Reason for Change: specific locations NXX: Nome 443 Seward 224</i> <i>Reason for Change: stated in 10.1.2.1. This conforms to the fact that this is agreement is mutual</i> OPEN: 05/08/07
7.4.3 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) calendar Days after the Service Date, the provider has the following	7.4.3 The ordering Party may cancel an order at any time prior to notification that service is available. If the ordering Party is unable to accept service within thirty (30) calendar Days after the Service Date, the providing Party has the following	ITC OPEN 04/20/07: <i>Reason for Change: simplified wording and moved language from section (c) and (d) into section (b).</i>

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GRAYED TEXT INDICATES LANGUAGE THAT WAS PROPOSED BUT WAS NOT CHOSEN AS THE FINAL AGREED UPON LANGUAGE FOR USE IN THE CONTRACT
WHERE NO COMMENTS ARE INDICATED LANGUAGE HAS BEEN PROPOSED BUT NOT YET DISCUSSED OR AGREED UPON

GCI Proposed Language	ITC/MTC Proposed Language	Comments
options: a) The order will be canceled; cancellation charges as noted in this section apply unless mutually agreed to by the Parties. b) Billing for the service will commence.	options: a) The order will be canceled; cancellation charges as noted in this section apply unless mutually agreed to by the Parties. b) Billing for the service will commence The cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st Day beyond the Service Date. Cancellation charges, as included on Exhibit A, shall be calculated to recover the actual time and materials incurred, per associated work order.	AGREED 05/08/07
c) In such instances, the cancellation date or the date Billing is to commence, depending on which option is selected, will be the 31st calendar Day beyond the Service Date.		ITC OPEN 04/20/07: Reason for Change: moved up to (b) above AGREED 05/08/07
d) Cancellation charges, as included on Exhibit A, shall be calculated to recover the actual time and materials incurred, per associated work order.		ITC OPEN 04/20/07: Reason for Change: moved up to (b) above AGREED 05/08/07
7.5 Local Interconnection Data Exchange for Billing	7.5 Local Interconnection Data Exchange for Billing	AGREED 05/08/07
7.5.1 There are certain types of calls or types of Interconnection that <u>may</u> require exchange of Billing records or usage data between the Parties; including, for example, terminating Exchange Service. The Parties agree that all call types must be routed between the networks, accounted for, and settled between the Parties. The Parties agree to provide sufficient detail to each other to allow	7.5.1 There are certain types of calls or types of Interconnection that require exchange of Billing records or usage data between the Parties, including, for example, terminating Exchange Service. The Parties agree that all call types must be routed between the networks, accounted for, and settled between the Parties. The Parties agree to provide sufficient detail to each other to allow each Party to	ITC OPEN 04/20/07: Reason for Change: simplify language <u>OPEN GCI 05/08/07: ITC to review</u>

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each Party to appropriately bill terminating Exchange Services-billable calls that traverse the Interconnection trunks <u>to the extent technically feasible.</u>	appropriately bill terminating Exchange Services that traverse the Interconnection trunks.	
7.6 Signaling Systems and Call Related Databases	7.6 Signaling Systems and Call Related Databases	AGREED 05/08/07
7.6.1 GCI acknowledges that ITC/MTC subscribes to other Carriers and vendors for s Signaling t Transfer p Point and s Signaling e Control p Point services. ITC/MTC agrees to provide any authorizations required of its vendors to process signaling and messaging between ITC/MTC's and GCI's networks. ITC/MTC acknowledges that GCI may subscribe to other Carriers and vendors for s Signaling t Transfer point and s Signaling e Control p Point s Services. GCI agrees to provide any authorizations required of its vendors to process signaling and messaging between GCI's and ITC/MTC's networks.	7.6.1 GCI acknowledges that ITC/MTC subscribes to other Carriers and vendors for signaling transfer point and signaling control point services. ITC/MTC agrees to provide any authorizations required of its vendors to process signaling and messaging between ITC/MTC's and GCI's networks. ITC/MTC acknowledges that GCI may subscribe to other Carriers and vendors for signaling transfer point and signaling control point services. GCI agrees to provide any authorizations required of its vendors to process signaling and messaging between GCI's and ITC/MTC's networks.	ITC OPEN 04/20/07: Reason for Change: defined AIN and eliminated capitalization as necessary (these comments belong at 7.6.3) <u>OPEN GCI 05/08/07: GCI accepts ITC language, but keeps capitalizations for industry standard terms</u>
7.6.2 ISUP signaling associated with SS7 type interconnection trunks and TCAP signaling shall be considered an integral part of Interconnection trunking.	7.6.2 ISUP signaling associated with SS7 type interconnection trunks and TCAP signaling shall be considered an integral part of Interconnection trunking.	AGREED 05/08/07
7.6.3 TCAP messaging includes, but is not limited to, messaging and/or signaling associated with access to Caller Name databases, messaging and/or signaling associated with Inter-switch Voice Mail, messaging and/or signaling associated with Local Number Portability databases, and messaging and/or signaling associated with AIN databases (except those that qualify for proprietary treatment).	7.6.3 TCAP messaging includes, but is not limited to, messaging and/or signaling associated with access to caller name databases, messaging and/or signaling associated with inter-switch voice mail, messaging and/or signaling associated with LNP databases, and messaging and/or signaling associated with Advanced Intelligent Network (AIN) databases (except those that qualify for proprietary treatment).	ITC OPEN 04/20/07: Reason for Change: defined AIN and eliminated capitalization as necessary AGREED 05/08/07

GCI Proposed Language	ITC/MTC Proposed Language	Comments
7.7 General Provisions	7.7 General Provisions	AGREED 05/08/07
7.7.1 Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise, so long as such upgrades or modifications are not inconsistent with the Parties' obligation under the terms of this Agreement.	7.7.1 Nothing in this Agreement is intended to limit either Party's ability to upgrade or modify its network, including, without limitation, the incorporation of new equipment, new software or otherwise so long as such upgrades or modifications are not inconsistent with the Parties' obligations under the terms of this Agreement.	AGREED 05/08/07
7.7.2 Each Party will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services which may be required because of the other Party's modifications, including, without limitation, changes in facilities, operations or procedures, minimum network protection criteria, or operating or maintenance characteristics of facilities.	7.7.2 Each Party will be solely responsible, at its own expense, for the overall design of its Telecommunications Services and for any redesigning or rearrangement of its Telecommunications Services.	ITC OPEN 04/20/07: Reason for Change unnecessary AGREED 05/08/07
7.8 Network Maintenance and Management	7.8 Network Maintenance and Management	AGREED 05/08/07
7.8.1 Intentionally Left Blank.	7.8.1 Intentionally Left Blank.	AGREED 05/08/07
7.8.1.1 Intentionally Left Blank.	7.8.1.1 Intentionally Left Blank.	AGREED 05/08/07
7.8.2 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other Carriers or to either Party's subscribers. Either Party will provide the other Party notice of said impairment at the earliest practicable time.	7.8.2 Neither Party will use any service provided under this Agreement in a manner that impairs the quality of service to other Carriers or to either Party's Customers. Each Party will provide the other Party notice of such perceived impairment at the earliest practicable time.	ITC OPEN 04/20/07: Reason for Change: simplify language AGREED 05/08/07

GCI Proposed Language	ITC/MTC Proposed Language	Comments
7.8.3 Either Party's use of any of the other Party's facilities, or of its own equipment or that of a third-party in conjunction with any of the other Party's facilities, shall not materially interfere with or impair service over any facilities of the other Party, its affiliated companies or its connecting and concurring Carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to the employees of any of them or the public.	7.8.3 Either Party's use of any of the other Party's facilities, or of its own equipment or that of a third party in conjunction with any of the other Party's facilities, shall not materially interfere with or impair service over any facilities of the other Party, its affiliated companies or its connecting Carriers involved in its services, cause damage to their plant, impair the privacy of any communications carried over their facilities or create hazards to their employees or the public.	ITC OPEN 04/20/07: <i>Reason for Change: simplify language</i> <i>Question:</i> <i>What is the meaning of concurring carrier in this context?</i> AGREED 05/08/07
7.8.4 Intentionally Left Blank.	7.8.4 Intentionally Left Blank.	AGREED 05/08/07
7.8.5 <u>Trouble-clearing procedures of both Parties shall include mechanisms for escalation of restoration efforts appropriate to the critical impact on the other Party's network.</u> Each Party agrees that it will use commercially reasonable efforts to promptly clear troubles on their networks that <u>materially adversely</u> affect the other Party's Customers.	7.8.5 Each Party agrees that it will use commercially reasonable efforts to promptly clear troubles on their networks that adversely affect the other Party's Customers.	ITC OPEN 04/20/07: <i>Reason for Change: belongs in Operations Manual. For resale not Interconnection.</i> <u>OPEN 05/08/07: ITC to review language</u>
7.9 Network Security	7.9 Other Responsibilities	ITC OPEN 04/20/07: AGREED 05/08/07
7.9.1 Protection of Service and Property. Each Party shall exercise the same degree of care to prevent harm or damage to the other Party and any third-parties, its employees, agents or End User Customers, or their property as it employs to protect its own personnel, End User Customers and property, etc.	7.9.1 Each Party shall exercise the same degree of care to prevent harm or damage to the other Party, its employees, agents, representatives, or Customers, or their property as it employs to protect its own personnel, Customers and property.	ITC OPEN 04/20/07: <i>Reason for Change: simplify language</i> AGREED 05/08/07

GCI Proposed Language	ITC/MTC Proposed Language	Comments
7.9.2 Each Party is responsible to provide security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between End User Customers during technician work operations and at all times. Specifically, no employee, agent or representative shall monitor any circuits except as required to repair or provide service of any End User Customer at any time. Nor shall an employee, agent or representative disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Each Party is responsible for covering its employees on such security requirements and penalties.	7.9.2 Each Party is responsible to ensure security and privacy of communications. This entails protecting the confidential nature of Telecommunications transmissions between Customers during technician work and at all other times. Specifically, no employee, agent or representative of either Party shall monitor any circuits at any time except as required to repair or provide service to a Customer. No employee, agent or representative of either Party shall disclose the nature of overheard conversations, or who participated in such communications or even that such communication has taken place. Violation of such security may entail state and federal criminal penalties, as well as civil penalties. Each Party is responsible for informing its employees, agents or representatives regarding such security requirements and penalties. Nothing set forth herein is intended to prevent either Party from complying with any lawful requirements by a governmental authority for surveillance support.	ITC OPEN 04/20/07: Reason for Change: simplify language and clarify lawful surveillance support AGREED 05/08/07
7.9.3 Intentionally Left Blank.	7.9.3 Intentionally Left Blank.	AGREED 05/08/07
7.9.4 Intentionally Left Blank.	7.9.4 Intentionally Left Blank.	AGREED 05/08/07
7.9.5 Each Party is responsible for the physical security of its employees, agents or representatives. Providing safety glasses, gloves, etc., must be done by the respective employing Party. Hazards handling and safety procedures relative to the Telecommunications environment is the training responsibility of the employing Party. Proper use of tools, ladders, and test gear is the training responsibility of the employing Party.	7.9.5 Each Party is responsible for the physical security of its employees, agents or representatives. Each Party shall provide its employees with Personal Protective Equipment (PPE) as required. Each Party is responsible for training its employees in hazards handling and safety procedures. Each Party is responsible for training employees to properly use tools, ladders, and test gear.	ITC OPEN 04/20/07: Reason for Change: simplify language and address employee safety AGREED 05/08/07 Comment: is "PPE" defined in Section 4.

GCI Proposed Language	ITC/MTC Proposed Language	Comments
7.9.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the damaged Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.	7.9.6 In the event that one Party's employees, agents or representatives inadvertently damage or impair the equipment of the other Party, prompt notification will be given to the affected Party by verbal notification between the Parties' technicians at the site or by telephone to each Party's 24 x 7 security numbers.	ITC OPEN 04/20/07: Reason for Change: simplify language AGREED 05/08/07
7.9.7 Intentionally Left Blank	7.9.7 Intentionally Left Blank.	AGREED 05/08/07
7.9.8 Intentionally Left Blank	7.9.8 Intentionally Left Blank.	AGREED 05/08/07
7.9.9 Intentionally Left Blank.	7.9.9 Intentionally Left Blank.	AGREED 05/08/07
7.9.10 Intentionally Left Blank	7.9.10 Intentionally Left Blank.	AGREED 05/08/07
7.9.11 Intentionally Left Blank.	7.9.11 Intentionally Left Blank.	AGREED 05/08/07
7.9.12 Intentionally Left Blank.	7.9.12 Intentionally Left Blank.	AGREED 05/08/07
7.9.13 Intentionally Left Blank.	7.9.13 Intentionally Left Blank.	AGREED 05/08/07
7.9.14 ITC and GCI employees, agents and vendors will display an identification/access card above the waist and visible at all times when working on Customer premises or network locations.	7.9.14 The Parties' employees, agents and representatives will display an identification/access card that is visible at all times when working on Customer premises or network locations.	ITC OPEN 04/20/07: Reason for Change: vendor would be a representative. AGREED 05/08/07

Editing Process: TelAlaska will copy GCI language to its opposite cell and begin redline process to enter the desired language if agreement not reached. This document is then saved and returned to GCI as "Telalaska Version 2- date" (don't forget to update the footer). This process is then repeated by GCI and returned back to TelAlaska until the desired language is agreed to by both parties. The comments section is reserved for both Parties to make language clarification statements and annotation of when agreement is reached by a statement such as "language agreed – date" The actual language that will be used in the contract remains in "black", and the disregarded language will be made "gray".

GCI proposed Language	ITC/MTC Proposed Language	Comments
SECTION 10 – ANCILLARY SERVICES	SECTION 10 – ANCILLARY SERVICES FOR SEWARD/NOME	
10.1 Local Number Portability		Parties Agree with proposed language 5/10/07
10.1.1 Description		Parties Agree with proposed language 5/10/07
Local Number Portability ("LNP"), also known as service provider local number portability, allows the ability of users of Telecommunications Services to retain, at the same location, existing telecommunications numbers without impairment of quality, reliability, or convenience when switching from one telecommunications Carrier to another. TELALASKA and GCI will allow each other to port telephone numbers for its End User Customers into and out of their respective End Office Switches on behalf of an End User Customer using the FCC rules and industry guidelines.	Local Number Portability ("LNP"), allows users of Telecommunications Services to retain, at the same location, existing telephone numbers without impairment of quality, reliability, or convenience when switching from one Telecommunications Carrier to another. Each Party will port telephone numbers for the other Party's Customers in accordance with FCC rules and industry guidelines.	AGREED 5/23/07
10.1.2 Terms and Conditions		Parties Agree with proposed language 5/10/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
10.1.2.1 ITC/MTC and GCI will provide LNP using local routing number (LRN) technology, in a non-discriminatory manner, in compliance with the FCC's rules and regulations and the guidelines of the FCC's NANC, Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee ("INC") of the Alliance for Telecommunications Industry Solutions ("ATIS").	10.1.2.1 Each Party will provide LNP, using LRN technology, in a non-discriminatory manner in compliance with the FCC's rules and regulations and the guidelines of the FCC's NANC, Local Number Portability Administration (LNPA) Working Group and the Industry Numbering Committee ("INC") of the Alliance for Telecommunications Industry Solutions ("ATIS").	AGREED 5/23/07
10.1.2.2 Each Party shall use reasonable efforts to facilitate the expeditious deployment of LNP. The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC or authorized agencies. In accordance with industry guidelines, the publications of LNP capable End Office Switches and the schedule and status for future deployment will be identified in the Local Exchange Routing Guide (LERG).	10.1.2.2 The Parties shall comply with the processes and implementation schedules for LNP deployment prescribed by the FCC or authorized agencies.	Reason for change: redundant 10.1.2.1 AGREED 5/23/07
<u>10.1.2.3 In connection with the provision of LNP, the Parties agree to support and comply with all relevant requirements or guidelines that are adopted by the FCC.</u>	10.1.2.3 Intentionally Left Blank	Reason for change: redundant 10.1.2.1 <u>5/23/07: OPEN</u>
<u>10.1.2.4 ITC/MTC and GCI agree to coordinate LNP with facilities cutovers in a reasonable amount of time and with minimum service disruption.</u>	10.1.2.4 Intentionally Left Blank	Reason for change: Not needed addressing 2.51(c) <u>5/23/07: OPEN</u>
10.1.2.4.1 The Parties understand that LNP order activity must be coordinated with facilities cutovers in order to ensure that the End User Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port and needs to delay or cancel the port that Party shall notify the other Party immediately. The Parties agree to work	10.1.2.4.1 The Parties understand that LNP fulfillment activity must be coordinated with facilities cutovers in order to ensure that the Customer is provided with uninterrupted service. If the Party porting the telephone number experiences problems with its port and needs to delay or cancel the port, that Party shall notify the other Party immediately. The Parties agree to work	AGREED 5/23/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
cooperatively and take prompt action to delay or cancel the port in accordance with industry (LNPA's National Number Porting Operations Team) accepted procedures to minimize End User Customer service disruptions.	cooperatively and take prompt action to delay or cancel the port in accordance with industry (LNPA's National Number Porting Operations Team) accepted procedures to minimize Customer service disruptions.	
10.1.2.4.2 Parties shall transmit a port concurrence message to the NPAC, in accordance with the FCC's LNPA Working Group's guidelines.		Parties Agree with proposed language 5/10/07
10.1.2.5 Neither Party shall be required to provide LNP for telephone numbers that are excluded by FCC rulings (e.g. 500 and 900 NPAs, 950 and 976 NXX number services).		Parties Agree with proposed language 5/10/07
10.1.2.6 After an End Office Switch becomes equipped with LNP, all NXXs assigned to that End Office Switch will be defined as portable, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries.	10.1.2.6 After an End Office Switch becomes equipped with LNP, all NXXs assigned to that End Office Switch will be portable, and translations will be changed in each Party's Switches so that the portable NXXs are available for LNP database queries.	Reason for change: it will be portable. AGREED 5/23/07
10.1.2.7 Each Party shall offer LNP to End User Customers for an existing DID block, or blocks of 100 consecutive numbers or fewer if allowed by the providing Party's Tariff. Each Party shall permit End User Customers who port a portion of their DID telephone numbers to a new Carrier to retain the remainder of the original DID service on the original Carrier as long as such split blocks are in groups of no less than 10 numbers, to the extent blocks of fewer than 100 numbers are allowed by the providing Party's Tariff.	10.1.2.7 Each Party shall offer LNP to Customers for an existing DID block, or blocks of 100 consecutive numbers or fewer if allowed by the providing Party's Tariff. Each Party shall permit Customers who port a portion of their DID telephone numbers to a new Carrier to retain the remainder of the original DID service on the original Carrier as long as such split blocks are in groups of no less than 10 numbers, to the extent blocks of fewer than 100 numbers are allowed by the providing Party's Tariff.	AGREED 5/23/07
10.1.2.8 Both Parties agree to follow the LNP End Office Switch request process established by the Parties and in compliance with industry guidelines.	10.1.2.8 Intentionally Left Blank	Reason for change: Redundant in the Operations Manual AGREED 5/23/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
<p>10.1.2.9 Limits on Subscriber Relocation. TELALASKA and GCI agree that an End User Customer may geographically relocate at the same time as it ports its telephone number, using LNP, to the New Service Provider; provided, however, that the Current Service Provider may require that the End User Customer's relocation at the time of the port to the New Service Provider be limited to the geographic area represented by the NXX of the ported telephone number. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's subscribers that is more restrictive than that which the Current Service Provider would impose on its own subscribers with telephone numbers having the same NXX as the telephone number(s) being ported. In addition, the Current Service Provider may not impose any restrictions on relocation within the same Rate Center by a ported End User Customer while that End User Customer is served by the New Service Provider.</p>	<p>10.1.2.9 Limits on Customer Relocation. The Parties agree that a Customer may geographically relocate within the same Rate Center at the same time as it ports its telephone number, using LNP, to the New Service Provider. The Current Service Provider may not impose a relocation limitation on the New Service Provider or the New Service Provider's Customers that is more restrictive than that which the Current Service Provider would impose on its own Customers with telephone numbers having the same NXX as the telephone number(s) being ported. The New Service Provider shall not port the ported numbers outside the NXX Rate Center. Upon disconnection of a ported number, the New Service Provider will inform the NPAC of the disconnect. The ported number will be returned to the donor switch.</p>	<p><u>5/23/07: OPEN</u></p> <ul style="list-style-type: none"> ▪ <u>GCI Proposes its original language</u>
<p>10.1.2.10 Alternative to full LNP. TELALASKA's ability to provide full LNP in exchanges other than Valdez and Glennallen is dependent on a number of factors, including the timing of GCI's actual deployment of services in the various exchanges and on the availability of permits and financing. In the event that TELALASKA is unable to provide full number portability outside of the Valdez and Glennallen exchanges at the time GCI requires it, the Parties shall work together in good faith on an alternative means of providing this functionality. The same factors may impact TELALASKA's ability to</p>	<p>10.1.2.10 Intentionally Left Blank</p>	<p>Reason for change: not applicable to ITC/MTC agreements; applies only for Seward and Nome.</p> <p>AGREED 5/23/07</p>

GCI proposed Language	ITC/MTC Proposed Language	Comments
provide the requested routing of 411 and 611 calls in exchanges other than Valdez and Glennallen. (See Section 14.2.3.)		
10.1.3 Service Management System		Parties Agree with proposed language 5/10/07
10.1.3.1 Each Party shall sign the appropriate NPAC user agreement(s) and obtain certification from the appropriate NPAC administrator(s) that the Party or the Party's Service Order Administration (SOA) and Local Service Management System (LSMS) vendor(s) has systems and equipment that are compatible with the NPAC's established protocols and that the application of such systems and equipment is compatible with the NPAC.		Parties Agree with proposed language 5/10/07
10.1.4 Database and Query Services		Parties Agree with proposed language 5/10/07
10.1.4.1 The LNP database provides the call routing information used by the Party's End Office Switches to route End User Customer's calls to a ported telephone number or to terminate calls to End User Customers using a ported telephone number. TELALASKA shall perform default LNP queries where GCI is unable to perform its own query. GCI shall perform default LNP queries where TELALASKA is unable to perform its own query. Query service charges will be billed according to access tariffs.	10.1.4.1 Each Party is responsible for querying the LNP database and transporting its traffic to the appropriate switch as designated by the LRN for termination.	Reason for change: Unnecessary. Parties have agreed to conduct their own database queries. AGREED 5/23/07
10.1.4.2 A Party shall be charged for a LNP query by the other Party only if the Party to be charged is the N-1 Carrier and it was obligated to perform the LNP query but failed to do so. Query service charges will be billed according to Access tariffs.		Parties Agree with proposed language 5/10/07
10.1.4.3 Intentionally Left Blank	10.1.4.3 To the extent technically feasible, each party will populate the Jurisdiction Information	AGREED 5/23/07 GCI Agrees with Telalaska Language but

GCI proposed Language	ITC/MTC Proposed Language	Comments
	Parameter (JIP) with the first six (6) digits of the originating LRN in the SS7 Initial Address Message (i.e., ISUP message used to initiate a call) on calls originating from Customers on its network. Moved to 7.2.2.3.2	proposes moving it to section 7.2.2.3.2 – This section 10.1.4.3, would read ILB - ?
10.1.5 Ordering		Parties Agree with proposed language 5/10/07
10.1.5.1 Both Parties shall comply with ordering standards as developed by the industry and as described in Section 12 of this Agreement. LNP service is ordered via a Local Service Request.	10.1.5.1 Both Parties shall comply with the ordering processes as described in the Operations Manual. LNP service is ordered via a Local Service Request.	AGREED 5/23/07
10.1.6 Maintenance and Repair		Parties Agree with proposed language 5/10/07
10.1.6.1 Each Party is responsible for its own End User Customers and will have the responsibility for resolution of any service trouble report(s) from its End User Customers. End User Customers will be instructed to report all cases of trouble to their Current Service Provider.	10.1.6.1 Each Party is responsible for its own Customers and will have the responsibility to resolve its Customers' service trouble report(s). Customers will be instructed to report all cases of trouble to their Current Service Provider.	AGREED 5/23/07
10.1.6.2 Each Party will provide its respective Customers the correct telephone numbers to call for access to its trouble reporting center. The Operations Manual <u>will</u> provides the appropriate <u>repair</u> contact information for each Party.	10.1.6.2 Each Party will provide its respective Customers the correct telephone numbers to call for access to its trouble reporting center. The Operations Manual provides the appropriate contact information for each Party.	<u>5/23/07: OPEN</u>
10.1.6.3 The Parties agree to work cooperatively to isolate and resolve trouble reports. When the trouble condition has been isolated and found to be within a portion of the TELALASKA network, TELALASKA shall perform standard tests and use reasonable efforts to isolate and repair the trouble within standard TELALASKA intervals. When the trouble condition has been isolated and found to be within a portion of the GCI network, GCI shall perform standard tests and	10.1.6.3 The Parties agree to work cooperatively to isolate and resolve trouble reports. The Parties shall perform standard tests and use reasonable efforts to isolate and repair the trouble within their respective networks.	AGREED 5/23/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
use reasonable efforts to isolate and repair the trouble within standard GCI intervals.		
10.1.7 Rate Elements		Parties Agree with proposed language 5/10/07
10.1.7.1 TELALASKA and GCI shall comply with FCC and RCA rules on cost recovery for Local Number Portability.	10.1.7.1 The Parties shall comply with FCC and RCA rules on cost recovery for LNP.	AGREED 5/23/07
10.2 Basic 911 and Enhanced 911 Emergency Service	10.2 911 and Enhanced 911 Emergency Service	AGREED 5/23/07
<p>10.2.1 Description</p> <p>Basic 911 and Enhanced 911 (“E911”) service, where available, provide a caller access to the appropriate emergency service bureau by dialing the 3-digit universal telephone number ‘911’. For some exchanges, a toll call is required to connect the caller to the appropriate emergency service bureau. Each Party will provision its own Basic 911 or E911 trunks to the designated emergency service bureau for customers served over its own facilities. Where TELALASKA incurs toll charges for a 911 call for a GCI resale customer, GCI will compensate TELALASKA for those charges. Where GCI incurs toll charges for a 911 call for a TELALASKA resale customer, TELALASKA will compensate GCI for those charges.</p>	<p>10.2.1 Description</p> <p>911 and Enhanced 911 (“E911”) service, where available, provide a caller access to the appropriate emergency service bureau by dialing the 3-digit universal telephone number ‘911’. For some exchanges, a toll call is required to connect the caller to the appropriate emergency service bureau. Each Party will provision its own 911 or E911 trunks to the designated emergency service bureau, where available, for Customers served over its own facilities.</p>	<p>Reason for change: Deleted provision belongs in Section 6.</p> <p>Seward has E911 which trunks to the PSAP at the Troopers headquarters in Soldotna, the call is then routed back to the Seward Police Department. The Soldotna PSAP keeps the database.</p> <p>Cooper Landing and Moose Pass only have 911 service which routes to the PSAP in Soldotna.</p> <p>Nome has 911 which routes to Nome public safety.</p> <p>AGREED 5/23/07</p>
10.2.2 General Requirements		Parties Agree with proposed language 5/10/07
10.2.2.1 Where either of the Parties is the contractor responsible for maintaining all or part of an emergency service bureau’s Basic 911 or E911 system in any service area covered under this Agreement, TELALASKA and GCI shall work cooperatively to ensure the proper interface with the Basic 911 or Enhanced 911 service and	10.2.2.1 Where either of the Parties is the contractor responsible for maintaining all or part of an emergency service bureau’s 911 or E911 system in any service area covered under this Agreement, the Parties shall work cooperatively to ensure the proper interface with the 911 or Enhanced 911 service and facilities, where available. The Parties	AGREED 5/23/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
facilities, where available. TEL ALASKA and GCI will provide each other with any technical specifications necessary for proper network design and a description of any special routing arrangements required to accommodate alternate routing or overflow of 911/E911 traffic.	will provide each other with any technical specifications necessary for proper network design and a description of any special routing arrangements required to accommodate alternate routing or overflow of 911/E911 traffic.	
10.2.2.2 As required, ITC/MTC may interconnect trunks from GCI's network to an emergency service bureau's 911/E911 system. Each Party recognizes that there may be hardware restrictions, such as availability of DS-1 ports that may require sharing of facilities. To the extent that ITC/MTC provides these facilities, GCI will pay <u>a proportional amount of</u> the tariffed rate based on channel counts.	10.2.2.2 As required, ITC/MTC may interconnect trunks from GCI's network to an emergency service bureau's 911/E911 system. Each Party recognizes that there may be hardware restrictions, such as availability of DS-1 ports that may require sharing of facilities. To the extent that ITC/MTC provides these facilities, GCI will pay the tariffed rate.	<u>5/23/07: OPEN</u>
10.2.2.3 Trunking shall be arranged to minimize the likelihood of Central Office isolation, where facilities and equipment are available, due to cable cuts or other equipment failures. Any 911/E911 circuits or facilities provided by the providing Party for the purchasing Party shall have physical and electrical diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available purchasing Party 911/E911 circuits or facilities provided by the providing Party for the purchasing Party. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures if provided by the PSAP. To the extent that diverse routing and redundant 911/E911 circuits and facilities are available the Parties shall divide the circuits and facilities as equally as possible.	10.2.2.3 Trunking shall be arranged to minimize the likelihood of Central Office isolation, where facilities and equipment are available, due to cable cuts or other equipment failures. Any 911/E911 circuits or facilities provided by the providing Party for the purchasing Party shall have physical and electrical diversity when such diversity can be achieved using existing facilities. Circuits will be divided as equally as possible across available purchasing Party 911/E911 circuits or facilities provided by the providing Party for the purchasing Party. There will be an alternate means of transmitting a 911 call to a PSAP in the event of failures if provided by the PSAP. To the extent that diverse routing and redundant 911/E911 circuits and facilities are available the Parties shall divide the circuits and facilities as equally as possible.	<u>5/23/07: OPEN</u>
10.2.2.4 All 911/E911 trunks must be capable of transmitting and receiving Baudot code		Parties Agree with proposed language 5/10/07

Section 10 – Ancillary Services

GCI proposed Language	ITC/MTC Proposed Language	Comments
or ASCII text necessary to support the use of Telecommunications Devices for the Deaf (“TTY/TDDs”).		
10.2.2.5 Where TELALASKA or GCI utilizes any circuit or facility from the other to access the PSAP, circuit layout records, and physical routing of such facilities will be provided to that each entity can appropriately design and provision a diverse PSAP access network.	10.2.2.5 Where either Party utilizes any circuit or facility from the other to access the PSAP, circuit layout records, and information on the physical routing of such facilities will be provided.	AGREED: 5/23/07
10.2.2.6 Where GCI provides local service by purchasing TELALASKA’s services and reselling them, TELALASKA will ensure that 911 service is available to its subscribers for TELALASKA’s Customers. Where TELALASKA provides local service by purchasing GCI services and reselling them, GCI will ensure that 911 service is available to the same extent as for GCI Customers.	10.2.2.6 Intentionally Left Blank	Reason for deletion: Language belongs in Section 6. AGREED: 5/23/07
10.2.2.7 Any Basic 911 or E911 services, support, or facilities provided by TELALASKA or GCI for resale services shall be at parity with the services, support, and facilities that TELALASKA or GCI provides to itself and its subscribers. In providing Basic 911 or E911 services, TELALASKA and GCI shall conform to all State and local regulations concerning emergency services.	10.2.2.7 In providing 911 or E911 services, the Parties shall conform to all State and local regulations concerning emergency services.	Reason for language deletion: Already covered in Section 6. AGREED: 5/23/07
10.2.3 Basic 911 and E911 Database Requirements	10.2.3 911 and E911 Database Requirements	AGREED: 5/23/07
10.2.3.1. Any contracts, arrangements, and relationships between a Party and emergency service bureaus for E911 database services are separate from this Agreement. This Agreement does not impose any requirements or liability upon either Party associated with any such services		Parties Agree with proposed language 5/10/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
between emergency service bureaus and the other Party.		
10.2.3.2 If TELALASKA, GCI or an Affiliate ever becomes the primary E911 PSAP service provider to an emergency service bureau, GCI and TELALASKA shall negotiate the specific provisions necessary for providing E911 service to the agency and shall include such provisions in an amendment to this Agreement.	10.2.3.2 If either Party or an Affiliate becomes the primary E911 PSAP service provider to an emergency service bureau, the Parties shall negotiate the specific provisions necessary for providing E911 service to the emergency service bureau and shall include such provisions in an amendment to this Agreement.	AGREED: 5/23/07
10.2.3.3 Both Parties will provide the Emergency Service Bureaus with a single point of contact for inquiries about their respective End User Customers.	10.2.3.3 Each Party will provide the emergency service bureaus with a single point of contact for inquiries about their respective Customers.	AGREED: 5/23/07
10.2.4 Basic 911 and E911 Maintenance	10.2.4 911 and E911 Maintenance	AGREED: 5/23/07
10.2.4.1 Each Party shall be responsible for those portions of the 911/E911 system for which it has control, including any necessary maintenance to each Party's portion of the 911/E911 System.	10.2.4.1 Each Party shall be responsible for the maintenance and care of those portions of the 911/E911 system over which it has control.	AGREED: 5/23/07
10.2.4.2 Each Party shall begin restoration of any Basic 911 and/or E911 facilities for which it is responsible immediately upon notification or observation of failure or outage. Both Parties will provide priority restoration of each other's trunks or network outages on the same terms and conditions it provides itself.	10.2.4.2 Immediately upon notification or observation of failure or outage each Party will provide priority restoration of any 911 and/or E911 facilities for which it is responsible.	AGREED: 5/23/07
10.2.4.3 Each Party shall notify the other Party's Network Operation Control Center, or its functional equivalent 48 hours in advance of any scheduled testing or maintenance affecting the other Party's 911/E911 service, and provide notification as soon as possible upon becoming aware of any unscheduled outage affecting the other Party's 911/E911 service.	10.2.4.3 Each Party shall notify the other Party's Network Operation Control Center, or its functional equivalent, 48 hours in advance of any scheduled testing or maintenance affecting the other Party's 911/E911 service, and as soon as possible upon becoming aware of any unscheduled outage affecting the other Party's 911/E911 service.	AGREED: 5/23/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
10.2.4.4 Each Party shall notify the other Party in advance of any planned or anticipated changes to the 911/E911 system, facilities, or routing that could adversely affect the other Party's 911/E911 service or require modification of its 911/E911 network.		Parties Agree with proposed language 5/10/07
10.2.5 Master Street Address Guide ("MSAG") Each Party shall acquire the MSAG directly from the applicable government agency, where available.	10.2.5 Master Street Address Guide ("MSAG") 10.2.5.1 Each Party shall acquire the MSAG directly from the applicable government agency, where available.	AGREED: 5/23/07
10.2.6 Miscellaneous Provisions		Parties Agree with proposed language 5/10/07
10.2.6.1 If a third-party is the primary 911/E911-service provider to an emergency service bureau, or if a third-party ever becomes the primary 911/E911-service provider to an emergency service bureau, GCI and TELALASKA shall negotiate separately with such third-party with regard to the provision of 911/E911 service to the agency. All relations between such third-party and GCI and between such third party and TELALASKA are totally separate from this Agreement and neither Party makes any representations on behalf of the third-party.	10.2.6.1 If a third party is the primary 911/E911service provider to an emergency service bureau, or if a third party becomes the primary 911/E911service provider to an emergency service bureau, the Parties shall negotiate separately with such third party with regard to the provision of 911/E911 service to the emergency service bureau. All relations between the Parties and such third party are outside of the scope of this Agreement.	AGREED: 5/23/07
10.3 Access to Poles, Stub Poles, Ducts, Conduits, and Rights-of-Way		Parties Agree with proposed language 5/10/07
10.3.1 Description		Parties Agree with proposed language 5/10/07
<u>10.3.1.1</u> The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to the providing Party through express agreements, or through	<u>10.3.1.1</u> The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third parties as may be provided by the landowner to the providing Party through express agreements, or through Applicable Law.	Moved from 10.3.1.4 OPEN: 5/23/07 <ul style="list-style-type: none"> ▪ Numbering Change ▪ language removed from last sentence

GCI proposed Language	ITC/MTC Proposed Language	Comments
Applicable Law as defined in this Agreement.		
10.3.1.1 Pole Attachments – Where it has ownership or control to do so, each Party will provide the other Party with access to available Pole Attachment space for the placing of facilities for the purpose of providing Telecommunications Services.	10.3.1.2 Pole Attachments – Where it has ownership or control to do so and subject to the terms and conditions of 10.3.2, each Party will provide the other Party with access to available Pole Attachment space for the placing of facilities for the purpose of providing Telecommunications Services.	AGREED: 5/23/07
10.3.1.1.1 The term Pole Attachment means any attachment by the purchasing Party to a pole owned or controlled by the purchasing Party.	10.3.1.1.1	Move to definitions MOVEMENT AGREED: 5/23/07 See Definitions for Telalaska language changes
10.3.1.1.2 The term Stub Pole Attachment means any attachment by the purchasing Party to a stub pole owned or controlled by the providing Party. A stub pole is a short pole utilized for telephone equipment attachments.	10.3.1.1.2	Move to definitions MOVEMENT AGREED: 5/23/07 See Definitions for Telalaska language changes
10.3.1.3 Ducts and Conduits – Where it has ownership or control to do so, subject to the terms and conditions of section 10.3.2, the providing Party will provide the purchasing Party with access to available Ducts/Conduits for the purpose of placing facilities for providing Telecommunications Services. A Duct/conduit will be leased for Copper Facilities only, and an Inner Duct can be leased for the purpose of placing fiber. If no Inner Duct is available in ITC/MTC-controlled facilities, ITC/MTC may, in its discretion will either , place additional Inner Duct for GCI's use or allow GCI to do so with a ITC/MTC approved contractor, at GCI's expense in either case, where space in Ducts or Conduits for the Inner Duct is available. If no Inner Duct is available in GCI-controlled facilities, GCI may in its discretion will either place additional Inner	10.3.1.3 Ducts and Conduits – Where it has ownership or control to do so, subject to the terms and conditions of section 10.3.2, the providing Party will provide the purchasing Party with access to available Ducts/Conduits for the purpose of placing facilities for providing Telecommunications Services. A Duct/conduit will be leased for Copper Facilities only, and an Inner Duct can be leased for the purpose of placing fiber. If no Inner Duct is available in ITC/MTC-controlled facilities, ITC/MTC may, in its discretion, place additional Inner Duct for GCI's use or allow GCI to do so with a ITC/MTC approved contractor, at GCI's expense in either case, where space in Ducts or Conduits for the Inner Duct is available. If no Inner Duct is available in GCI-controlled facilities, GCI may in its discretion place additional Inner Dduct for ITC/MTC's use or allow ITC/MTC to do so with a	5/23/07: OPEN

GCI proposed Language	ITC/MTC Proposed Language	Comments
Dduct for ITC/MTC's use or allow ITC/MTC to do so with a GCI approved contractor, at ITC/MTC's expense in either case, where space in Ducts or Conduits for the Inner Duct is available.	GCI approved contractor, at ITC/MTC's expense in either case, where space in Ducts or Conduits for the Inner Duct is available.	
10.3.1.2.1 The term conduit means a structure containing one or more ducts, usually placed in the ground, which may follow streets, bridges, public or private ROW, in which cables or wires may be installed.	10.3.1.2.1	Moved to definitions <u>MOVEMENT AGREED: 5/23/07</u> <u>See Definitions for Telalaska language changes</u>
10.3.1.2.2 The term duct means a single enclosed raceway for conductors, cable and/or wire.	10.3.1.2.2	Moved to definitions <u>MOVEMENT AGREED: 5/23/07</u> <u>See Definitions for Telalaska language changes</u>
10.3.1.2.3 The term multiple tenant environment ("MTE") means a structure or structures occupied by more than one tenant. The duct or ducts may traverse building entrance facilities, building entrance links, equipment rooms, remote terminals, cable vaults, telephone closets, or building risers.	10.3.1.2.3	Moved to definitions <u>MOVEMENT AGREED: 5/23/07</u> <u>See Definitions for Telalaska language changes</u>
10.3.1.2.3.1 In some circumstances, LECs may own ducts or conduit within MTEs. In such cases, the terms duct and conduit may include riser conduit, and may be within some portion of a MTE. Within a multiple tenant environment, duct and conduit may traverse building entrance facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser.	10.3.1.3.14 In some circumstances, LECs may own Ducts or Conduit within MTEs. In such cases, the terms Duct and Conduit may include riser Conduit, and may be within some portion of a MTE. Within a MTE, Duct and Conduit may traverse building entrance facilities, building entrance links, equipment rooms, Remote Terminals, cable vaults, telephone closets or building riser.	AGREED: 5/23/07 (Numbering Change)
10.3.1.2.4 The term innerduct means a duct-like raceway smaller than a duct/conduit that is	10.3.1.2.4	Moved to definitions

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inserted into a duct/conduit so that the duct may carry multiple wires or cables.		MOVEMENT AGREED: 5/23/07 See Definitions for Telalaska language changes
10.3.1.3 Access to available Rights-of-Way ("ROW") – Where it has ownership or control to do so, the providing Party will provide access to the purchasing Party for the purpose of placing telecommunications facilities. ROW includes land or other property owned or controlled by the providing Party and may run under, on, above, across, along or through public or private property or enter multiple tenant environments.	10.3.1.45 Access to available ROW. Where it has ownership or control to do so, and subject to the terms and conditions of section 10.3.2, the providing Party will provide access to the purchasing Party for the purpose of placing Telecommunications facilities. ROW includes land or other property owned or controlled by the providing Party and may run under, on, above, across, along or through public or private property or enter MTE.	AGREED: 5/23/07 (Numbering Change)
10.3.1.3.1 ROW means a legal right of passage over land or real property owned by another sufficient to permit the providing Party to place telecommunications facilities on, above, across, along or through such property or enter multiple tenant environments. Within a multiple tenant environment, a ROW includes a pathway that is actually used or has been specifically designated for use by the providing Party as part of its transmission and distribution network where the boundaries of the pathway are clearly defined either by written specifications or unambiguous physical demarcation.	10.3.1.3.1	Moved to definitions MOVEMENT AGREED: 5/23/07 See Definitions for Telalaska language changes
10.3.1.4 The phrase "ownership or control to do so" means the legal right, as a matter of state law, to (i) convey an interest in real or personal property, or (ii) afford access to third-parties as may be provided by the landowner to the providing Party through express agreements, or through applicable Law as defined in this Agreement.		Moved to 10.3.1.1 AGREED: 5/23/07 (Numbering Change)

GCI proposed Language	ITC/MTC Proposed Language	Comments
10.3.2 Terms and Conditions		Parties Agree with proposed language 5/10/07
10.3.2.1 Due to the limited number of poles owned or controlled by TELALASKA and GCI, any request for access will be treated on a case by case basis.	10.3.2.1 Due to the limited number of Poles owned or controlled by the Parties, any request for access will be treated on a case by case basis.	AGREED: 5/23/07
10.3.2.2 The Parties will rely on such codes as the <u>current edition</u> of The National Electric Safety Code ("NESC") to prescribe standards with respect to capacity, safety, reliability, and general engineering principles	10.3.2.2 The Parties will rely on such codes as the National Electric Safety Code ("NESC") to prescribe standards with respect to capacity, safety, reliability, and general engineering principles	<u>5/23/07: GCI accepts TelAlaska proposed language with slight modification.</u>
10.3.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission ("FERC") and OSHA, will continue to apply to the extent such requirements affect requests for attachments to or occupancy of TELALASKA or GCI facilities under Section 224(f)(1) of the Act.	10.3.2.3 Federal requirements, such as those imposed by Federal Energy Regulatory Commission ("FERC") and OSHA, will continue to apply to the extent such requirements affect requests for attachments to or occupancy of a Party's facilities under Section 224(f)(1) of the Act.	AGREED: 5/23/07
10.3.2.4 Intentionally Left Blank The requesting Party shall provide access to a map of the requested Poles/Stub Poles/Duct/Inner Duct/ROW route, including estimated distances between major points, the identification and location of the Poles/Stub Poles/Duct/Inner Duct and ROW and a description of the requesting Party's facilities. The providing Party agrees to provide to the requesting Party whatever information is required by law, within a reasonable period of time	10.3.2.4 The requesting Party shall provide access to a map of the requested Poles/Stub Poles/Duct/Inner Duct/ROW route, including estimated distances between major points, the identification and location of the Poles/Stub Poles/Duct/Inner Duct and ROW and a description of the requesting Party's facilities. The providing Party agrees to provide to the requesting Party whatever information is required by law, within a reasonable period of time.	<u>5/23/07: OPEN</u>
10.3.2.5 Except as expressly provided herein, or in the Pole Attachment Act of 1934 as amended and its regulations and rules, or in any applicable state or municipal laws, nothing herein shall be construed to compel the providing Party to construct, install, modify or place any poles/stub poles/duct/innerduct or other facility for use by the other Party.	10.3.2.5 Nothing herein shall be construed to compel the providing Party to construct, install, modify or place any Poles/Stub Poles/Duct/Inner Duct or other facility for use by the other Party except as required by Applicable Law.	AGREED 5/23/07

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10.3.2.6 The providing Party retains the right to determine the availability of space on pole/stub poles/duct/innerduct, conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event the providing party determines that rearrangement of the existing facilities on poles, stub poles, duct/innerduct/conduit, and ROW is required before GCI's facilities can be accommodated, the actual cost of such modification will be included in the requesting Party's nonrecurring charges for the associated order (Make-Ready fee).	10.3.2.6 The providing Party retains the right to determine the availability of space on Poles/Stub Poles/Duct/Inner Duct, Conduit and ROW consistent with 47 USC § 224 and FCC orders, rules and regulations pursuant to 47 USC § 224. In the event the providing Party determines that rearrangement of the existing facilities on Poles, Stub Poles, Duct/Inner Duct/Conduit, and ROW is required before the requesting Party's facilities can be accommodated, the actual cost of such modification will be included in the requesting Party's nonrecurring charges for the associated order "Make-Ready Fee".	AGREED 5/23/07
10.3.2.7 Where authority does not already exist, or where the providing Party does not have the authority to authorize access to third parties, the requesting Party shall be responsible for obtaining the necessary legal authority to occupy ROW, easements, and/or Poles/Stub Poles/Duct/Inner Duct on land or real property owned by another. <u>Once such permission is obtained, all such work may be performed by ITC/MTC or GCI at the option of the requesting Party.</u>	10.3.2.7 Where authority does not already exist, or where the providing Party does not have the authority to authorize access to third parties, the requesting Party shall be responsible for obtaining the necessary legal authority to occupy ROW, easements, and/or Poles/Stub —Poles/Duct/Inner Duct on land or real property owned by another.	Reason for deletion of remaining language: Extraneous. <u>5/23/07 OPEN</u>
10.3.2.8. Intentionally Left Blank.—ITC/MTC will cooperate with GCI and GCI will cooperate with ITC/MTC in performing fiber splices in hand-holes outside the C.O. manhole, for the purpose of establishing interconnection.	10.3.2.8. Intentionally left blank.	Reason for deletion: Stated in 7.1.1.2 <u>5/23/07: OPEN</u> <u>GCI believes ITC previously agreed to GCI position at previous meeting – further discussion required?</u>
10.3.2.9 Notification of modifications initiated by or on behalf of the providing Party and at the providing Party's expense shall be provided to the purchasing Party at least sixty (60) calendar	10.3.2.9 Notification of modifications of Poles/Stub Poles/Duct/Inner Duct initiated by or on behalf of the providing Party and at the providing Party's expense shall be provided to the purchasing	AGREED 5/23/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
<p>Days prior to beginning modifications. Such notification shall include a brief description of the nature and scope of the modification. If the purchasing Party does not respond to a requested rearrangement of its facilities within thirty (30) Days after receipt of written notice from the providing Party requesting rearrangement, the providing Party may perform or have performed such rearrangement and the purchasing Party shall pay the actual cost thereof. No such notice shall be required in emergency situations or for routine maintenance of poles/stub poles/duct/innerduct completed at the providing Party's expense.</p>	<p>Party at least sixty (60) calendar Days prior to beginning modifications that will require rearrangement of the purchasing Party's facilities. Such notification shall include a brief description of the nature and scope of the modification and the resulting required rearrangement. If the purchasing Party does not respond to a required rearrangement of its facilities within thirty (30) Days after receipt of written notice from the providing Party, the providing Party may perform or have performed such rearrangement and the purchasing Party shall pay the actual cost thereof. In emergency situations the providing Party shall provide notice as soon as possible and the purchasing Party shall remain responsible for the cost of rearranging its facilities.</p>	
<p>10.3.2.10 the providing Party reserves the right to make an on-site/final construction inspection of the purchasing Party's facilities occupying the poles/stub poles/duct/innerduct system. The purchasing Party shall reimburse the providing Party for the actual cost of such inspections except where specified in this Section 10.</p>	<p>10.3.2.10 The providing Party reserves the right to make an on-site/final construction inspection of the purchasing Party's facilities occupying the Poles/Stub Poles/Duct/Inner Duct system. The purchasing Party shall reimburse the providing Party for the actual cost of such inspections except where otherwise specified in this Section 10.</p>	<p>AGREED 5/23/07</p>
<p>10.3.2.11 Upon the providing Party's completion of the final construction inspection, the purchasing Party shall correct any non-complying conditions within a reasonable time period specified by the providing Party in its written notice of the non-complying conditions. If the providing Party performs or has performed corrections of the purchasing Party's non-complying conditions, the purchasing Party shall reimburse the providing Party for two (2) times the actual cost of performing such work. After all non-complying conditions have been corrected a</p>	<p>10.3.2.11 Upon the providing Party's completion of the final construction inspection, the purchasing Party shall correct any non-complying conditions within a reasonable time period specified by the providing Party in its written notice of the non-complying conditions. If the providing Party performs or has performed corrections of the purchasing Party's non-complying conditions, the purchasing Party shall reimburse the providing Party for two (2) times the actual cost of performing such work. After all non-complying conditions have been corrected a final inspection to determine if</p>	<p><u>5/23/07: OPEN</u></p>

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<p>final inspection to determine if appropriate corrective actions have been taken may be made by the providing Party. If corrections are not completed within the specified time period, occupancy authorizations for the ROW, poles/stub poles/duct/innerduct system where non-complying conditions remain uncorrected shall be suspended forthwith, and the purchasing Party shall remove its facilities from said poles/stub poles/duct/innerduct or ROW in accordance with the provisions of this section, provided, however, if the purchasing Party notifies the providing Party that the corrections cannot be physically made within such specified time, and the purchasing Party has been diligently prosecuting such cure, the purchasing Party shall be granted reasonable additional time to complete such cure. The purchasing Party may not energize its facilities until it has fixed any non-complying conditions to the providing Party's satisfaction, and a All disputes regarding the specific facilities must be resolved and all charges related to the installation of the specific facilities must be paid prior to energizing the facilities. Violation of this provision shall entitle the providing Party to injunctive relief as well as recovery of direct, indirect and consequential compensation, damages and attorney fees. The providing Party reserves the right to deny further occupancy authorization to the purchasing Party until such non-complying conditions are corrected to the providing Party's reasonable satisfaction or until the purchasing Party's facilities are removed from the poles/stub poles/duct/innerduct system where such non-complying conditions exist. Upon mutual</p>	<p>appropriate corrective actions have been taken may be made by the providing Party. The purchasing Party may not energize its facilities until it has fixed any non-complying conditions to the providing Party's satisfaction and all disputes must be resolved and all charges must be paid prior to energizing the facilities. Violation of this provision shall entitle the providing Party to injunctive relief as well as recovery of direct, indirect and consequential compensation, damages and attorney fees.</p>	

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<u>agreement of the Parties, the providing Party shall perform or have performed such corrections and the purchasing Party shall reimburse the providing Party for the actual cost of performing such work. After all non-complying conditions have been corrected, a final inspection to determine if appropriate corrective actions have been taken may be made by the providing Party.</u>		
10.3.2.12 Once the purchasing Party's facilities begin occupying the poles/stubs poles/duct/innerduct or ROW system, the providing Party may perform a reasonable number of inspections. The providing Party shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that the purchasing Party has in any other way failed to comply with the provisions of Section 10.3.2.20; in which case the purchasing Party shall reimburse the providing Party its costs for the inspections and re-inspections, as required. the purchasing Party may, at its expense, dispatch a representative to accompany the providing Party on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed to the purchasing Party separately.	10.3.2.12 Once the purchasing Party's facilities begin occupying the Poles/Stub Poles/Duct/Inner Duct or ROW system, the providing Party may perform a reasonable number of inspections. The providing Party shall bear the cost of such inspections unless the results of the inspection reveal a material violation or hazard, or that the purchasing Party has in any other way failed to comply with the provisions of Section 10.3.2.20; in which case the purchasing Party shall reimburse the providing Party its costs for the inspections and re-inspections, as required. The purchasing Party may, at its expense, dispatch a representative to accompany the providing Party on such field inspections. The cost of periodic inspection or any special inspections found necessary due to the existence of sub-standard or unauthorized occupancies shall be billed to the purchasing Party separately.	AGREED: 5/23/07
10.3.2.13 The cost of any inspections made during construction and/or the final construction survey and subsequent inspection shall be billed to the purchasing Party upon completion of the inspections.		Parties Agree with proposed language 5/10/07
10.3.2.14 Final construction, subsequent, and periodic inspections or the failure to make		Parties Agree with proposed language 5/10/07

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such inspections, shall not relieve the purchasing Party of any responsibilities, obligations, or liability assigned under this Agreement.		
10.3.2.15 The purchasing Party may use employees of its choice to perform the attachment of its facilities so long as such workers are qualified to perform such work. The purchasing Party may use any contractor approved by the providing Party to perform the attachment of its facilities.		Parties Agree with proposed language 5/10/07
10.3.2.16 If the providing Party terminates an order for cause, or if the purchasing Party terminates an order without cause, the purchasing Party shall pay termination charges as applicable per Section 10.3.4.4.3 and the purchasing Party shall remove its facilities from the poles/sub poles/duct/innerduct within sixty (60) calendar days, or cause the providing Party to remove the purchasing Party's facilities from the poles/sub poles/duct/innerduct at the purchasing Party's expense; provided, however, that the purchasing Party shall be liable for and pay all fees and charges provided for in this Agreement to the providing Party until the purchasing Party's facilities are physically removed. "Cause" as used herein shall include the purchasing Party's use of its facilities in material violation of any applicable Law or in aid of any unlawful act or making an unauthorized modification to the providing Party's poles/sub poles/duct/innerduct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which the providing Party conveys a right of access to the ROW to the purchasing Party, or (b) the instrument granting the original ROW to the	10.3.2.16 If the providing Party terminates an order for cause, or if the purchasing Party terminates an order without cause, the purchasing Party shall pay termination charges as applicable per Section 10.3.4.4.3 and the purchasing Party shall remove its facilities from the Poles/Stub Poles/Duct/Inner Duct within sixty (60) calendar days, or cause the providing Party to remove the purchasing Party's facilities from the Poles/Stub Poles/Duct/Inner Duct at the purchasing Party's expense; provided, however, that the purchasing Party shall be liable for and pay all fees and charges provided for in this Agreement to the providing Party until the purchasing Party's facilities are physically removed. "Cause" as used herein shall include the purchasing Party's use of its facilities in material violation of any Applicable Law or in aid of any unlawful act or making an unauthorized modification to the providing Party's Poles/Stub Poles/Duct/Inner Duct, or, in the case of ROW, any act or omission that violates the terms and conditions of either (a) the Access Agreement by which the providing Party conveys a right of access to the ROW to the purchasing Party, or (b) the instrument granting the original ROW to the	AGREED 5/23/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
providing Party or its predecessor.	providing Party or its predecessor.	
10.3.2.17 The providing Party may abandon or sell any poles/stub poles/duct/conduit or ROW at any time by giving written notice to the purchasing Party. Any poles/stub poles/duct/conduit or ROW that is sold, will be sold subject to all existing legal rights of the purchasing Party. Upon abandonment of poles/stub poles/duct/conduit or ROW, and with the concurrence of the other joint user(s), if necessary, the purchasing Party shall, within sixty (60) calendar days of such notice, either: 1) continue to occupy the poles/stub poles/duct/conduit or ROW pursuant to its existing rights under this Agreement if the poles/stub poles/duct/conduit or ROW is purchased by another party; 2) purchase the poles/stub poles/duct/conduit or ROW from the providing Party at the current book value or salvage value, whichever is higher; or 3) remove its facilities therefrom. If following an abandonment, no other party purchased the poles/stub poles/duct/conduit or ROW within sixty (60) days, the purchasing Party's failure to explicitly elect one of the foregoing options within sixty (60) calendar days shall be deemed an election to purchase the poles/stub poles/duct/conduit or ROW at the current book value or salvage value, whichever is greater. If no other party purchased the poles/stub poles/duct/conduit or ROW within this sixty (60) day period.	10.3.2.17 The providing Party may abandon or sell any Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW at any time by giving written notice to the purchasing Party. Any Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW that is sold by the Providing Party, will be sold subject to the purchasing Party's existing legal rights. Upon abandonment of Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW, and with the concurrence of the other joint user(s), if necessary, the purchasing Party shall, within sixty (60) calendar days of such notice, either: 1) continue to occupy the Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW pursuant to its existing rights under this Agreement if the Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW is purchased by another party; 2) purchase the Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW from the providing Party at the current book value or salvage value, whichever is higher; or 3) remove its facilities therefrom. If following an abandonment, no other party purchased the Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW within sixty (60) days, the purchasing Party's failure to explicitly elect one of the foregoing options within such sixty (60) Days shall be deemed an election by the purchasing Party to purchase the Poles/Stub Poles/Duct/Inner Duct/Conduit or ROW at the current book value or salvage value, whichever is greater.	AGREED 5/23/07
10.3.2.18 The purchasing Party shall construct or install and shall maintain its facilities in accordance with the requirements and specifications of any governing authority having jurisdiction and of the Rural Utilities Service, and	10.3.2.18 The purchasing Party shall construct or install and shall maintain its facilities in accordance with the requirements and specifications of any governing authority having jurisdiction and of the Rural Utilities Service, and with the current	5/23/07: OPEN

GCI proposed Language	ITC/MTC Proposed Language	Comments
<p>with the current applicable standards of the Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which standards are incorporated herein by reference. Where differences in specifications exist, the more stringent specification shall apply. The purchasing Party shall only be held to such standards as the providing Party, its Affiliates or any other Telecommunications Carrier is held. The purchasing Party's failure to maintain its facilities in accordance with the above requirements or its failure to correct as provided in the following section shall be cause to terminate authorization.</p>	<p>applicable standards of the Telcordia Manual of Construction Standards, the National Electrical Code, the National Electrical Safety Code, and the rules and regulations of the Occupational Safety and Health Act, all of which standards are incorporated herein by reference. Where differences in specifications exist, the more stringent specification shall apply. The purchasing Party shall only be held to such standards as the providing Party, its Affiliates or any other Telecommunications Carrier is held. The purchasing Party's failure to maintain its facilities in accordance with the above requirements or its failure to correct as provided in the following section shall be cause to terminate authorization.</p>	
	<p>10.3.2.18.1 The purchasing Party shall in a timely manner comply with all requests from the providing Party to bring its facilities into compliance with these terms and conditions.</p>	<p>AGREED 5/23/07</p>
<p>10.3.2.19 If under the provisions of this Agreement the providing Party, removes the purchasing Party's facilities from the Poles/Stub Poles/Duct/Inner Duct, the providing Party will return the removed facilities upon payment by the purchasing Party. Payment shall include the cost of removal, storage and delivery, and all other amounts due to the providing Party. <u>Except for maintenance and repair purposes,</u> the purchasing Party shall notify the providing Party in writing five (5) business days in advance of the date on which it intends to remove facilities from the Poles/Stub Poles/Duct/Inner Duct and shall not remove facilities until all outstanding charges due</p>	<p>10.3.2.19 If under the provisions of this Agreement the providing Party, removes the purchasing Party's facilities from the Poles/Stub Poles/Duct/Inner Duct, the providing Party will return the removed facilities upon payment by the purchasing Party. Payment shall include the cost of removal, storage and delivery, and all other amounts due to the providing Party. The purchasing Party shall notify the providing Party in writing five (5) business days in advance of the date on which it intends to remove facilities from the Poles/Stub Poles/Duct/Inner Duct and shall not remove facilities until all outstanding charges due under this agreement, have been paid in full.</p>	<p><u>5/23/07: GCI Agrees with TelAlaska proposed language with slight modification</u></p>

GCI proposed Language	ITC/MTC Proposed Language	Comments
<p>under this agreement, have been paid in full.</p> <p>10.3.2.20 Intentionally Left Blank.</p> <p>If any facilities are found attached to Poles/Stub Poles/Duct/Inner Duct for which no order is in effect, the providing Party, without prejudice to its other rights or remedies under this Agreement, may assess a charge and the purchasing Party agrees to pay the greater of (a) the annual fee per pole or per Inner Duct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per pole or per Inner Duct run between two (2) manholes. In addition, the purchasing Party agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized purchasing Party attachments. The provisions of this Section 10.3.2.20 apply only to facilities that are placed (attached) after the effective date of this Agreement. The provisions of this Section 10.3.2.20 do not apply to any facilities that were attached to Poles/Stub Poles/Duct/Inner Duct prior to the effective date of this Agreement. The Parties agree that after execution of this Agreement ITC/MTC shall conduct an inventory of GCI facilities in or on ITC/MTC Poles, Stub Poles, Ducts and Conduits in locations where GCI facilities exist and the Parties shall equally share the cost to ITC/MTC of the inventory. GCI shall be provided the opportunity to participate in the inventory. GCI will pay applicable charges for</p>	<p>10.3.2.20 If any facilities are found attached to Poles/Stub Poles/Duct/Inner Duct for which no order is in effect, the providing Party, without prejudice to its other rights or remedies under this Agreement, may assess a charge and the purchasing Party agrees to pay the greater of (a) the annual fee per pole or per Inner Duct run between two (2) manholes for the number of years since the most recent inventory, or (b) five (5) times the annual fee per pole or per Inner Duct run between two (2) manholes. In addition, the purchasing Party agrees to pay (a) interest on these fees at a rate set for the applicable time period by the Internal Revenue Service for individual underpayments pursuant to Section 6621 of the Internal Revenue Service Code (25 U.S.C. § 6621, Rev. Rul. 2000-30, 2000-25 IRS 1262), and (b) the cost of any audit required to identify unauthorized purchasing Party attachments. The provisions of this Section 10.3.2.20 apply only to facilities that are placed (attached) after the effective date of this Agreement. The provisions of this Section 10.3.2.20 do not apply to any facilities that were attached to Poles/Stub Poles/Duct/Inner Duct prior to the effective date of this Agreement. The Parties agree that after execution of this Agreement ITC/MTC shall conduct an inventory of GCI facilities in or on ITC/MTC Poles, Stub Poles, Ducts and Conduits in locations where GCI facilities exist and the Parties shall equally share the cost to ITC/MTC of the inventory. GCI shall be provided the opportunity to participate in the inventory. GCI will pay applicable charges for existing facilities as of the date of execution of this Agreement, although the retroactive charges described above shall not</p>	<p><u>5/23/07: OPEN</u></p> <p><u>GCI now –proposes removing this paragraph</u></p>

GCI proposed Language	ITC/MTC Proposed Language	Comments
existing facilities as of the date of execution of this Agreement, although the retroactive charges described above shall not apply.	apply.	
10.3.2.21 No act or failure to act by the providing Party with regard to an unauthorized occupancy shall be deemed as the authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by the providing Party of any of its rights or privileges under this Agreement or otherwise. The purchasing Party shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.	10.3.2.21 No act or failure to act by the providing Party with regard to an unauthorized occupancy shall be deemed to constitute authorization of the occupancy. Any subsequently issued authorization shall not operate retroactively or constitute a waiver by the providing Party of any of its rights or privileges under this Agreement or otherwise. The purchasing Party shall be subject to all liabilities of the Agreement in regard to said unauthorized occupancy from its inception.	AGREED 5/23/07
10.3.2.22 Nothing in this Agreement shall require the providing Party to exercise eminent domain on behalf of the purchasing Party.		Parties Agree with proposed language 5/10/07
10.3.2.23 For purposes of permitting the purchasing Party to determine whether the providing Party has ownership or control over poles/stub poles/duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, if the purchasing Party requests a copy of an agreement between the providing Party and the owner of a duct/conduit or ROW, including duct/conduit or ROW within a specific multiple tenant environment, that grants the providing Party access to, ownership of, or control of duct/conduit or ROW within a specific multiple tenant environment, the providing Party will provide the agreement to the purchasing Party pursuant to the terms of this section.	10.3.2.23 Upon request, the providing Party shall provide the purchasing Party proof of its ownership or control (including any limitations thereon) over Poles/Stub Poles/Duct/Conduit or ROW, including Duct/Conduit or ROW within a specific MTE.	5/23/07: OPEN
10.3.2.24 The providing Party will provide to the purchasing Party a copy of relevant agreements identified that have not been publicly recorded if the purchasing	10.3.2.24 The providing Party will provide to the purchasing Party a copy of relevant agreements identified that have not been publicly recorded if the purchasing	5/23/07: OPEN Note: TelAlaska deletes language from this

GCI proposed Language	ITC/MTC Proposed Language	Comments
<p>Party obtains authorization for such disclosure from the third-party owner(s) of the real property at issue <u>by an executed version of the Consent to Disclosure form, which may be obtained by the providing Party.</u> -The providing Party may redact all dollar figures from copies of agreements that have not been publicly recorded that the providing Party provides to the purchasing Party. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the Dispute Resolution procedures set forth in this Agreement.</p>	<p>Party obtains written authorization for such disclosure from the third-party owner(s) of the real property at issue . The providing Party may redact all dollar figures from copies of agreements that have not been publicly recorded that the providing Party provides to the purchasing Party. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the Dispute Resolution procedures set forth in this Agreement.</p>	<p><u>paragraph after it being moved from its original location of 10.3.4.1.3.</u></p>
<p>10.3.3 Rate Elements The providing Party's fees for attachments are shown in Exhibit A. In connection with providing access to its facilities and related information, the providing Party shall be entitled to charge the purchasing Party's the fees set forth below.</p> <p>The fees schedule does not represent an obligation to provide these services. In all cases the providing Party retains the discretion to determine whether and if so when to provide services.</p> <p>Actual costs as used herein shall include the providing Party's loaded labor rates approved by ADOT plus materials as applicable.</p>	<p>10.3.3 Rate Elements The providing Party's fees for attachments are shown in Exhibit A. In connection with providing access to its facilities and related information, the providing Party shall be entitled to charge the purchasing Party's the fees set forth below.</p> <p>The fees schedule does not represent an obligation to provide these services. In all cases the providing Party retains the discretion to determine whether and if so when to provide services.</p> <p>Actual costs as used herein shall include the providing Party's loaded labor rates approved by ADOT plus materials as applicable.</p>	<p><u>5/23/07: OPEN</u></p>
<p>10.3.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to provide information to the extent required by law <u>to determine the information necessary to create</u></p>	<p>10.3.3.1 Inquiry Fee. A non-refundable pre-paid charge used to recover the costs associated with performing an internal record review to determine if a requested route and/or facility is available, or with respect to ROW, to provide information to the extent required by law.</p>	<p><u>5/23/07: OPEN</u></p>

GCI proposed Language	ITC/MTC Proposed Language	Comments
<p><u>the MTE matrix or ROW matrix, as applicable, which identifies, for each ROW, the name of the original grantor and the nature of the ROW (i.e., publicly recorded and non-recorded) and identifies each requested legal agreement between the providing Party and a third-party who has a multiple tenant environment in the providing Party's possession that relates to Telecommunications Services provided to or through real property owned by the third-party (MTE Agreement) and, for each such MTE Agreement, the name of the third-party. Separate Inquiry Fees apply for ROW, poles, stub poles and duct/conduit/innerduct.</u></p>		
<p>10.3.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of poles, stub poles and duct/innerduct, the Field Verification Fee is a pre-paid charge, which recovers the estimated actual costs for a field survey verification required for a route and to determine the scope of any required make-ready work. This charge will be based on actual time and materials. Separate Field Verification Fees apply for poles, stub poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge, which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by the purchasing Party. Field Verification and Access Agreement Preparation Fees shall be billed in advance. To the extent the amount estimated and billed differs from the amount the providing Party incurs; the providing Party shall bill or refund the purchasing Party the difference.</p>	<p>10.3.3.2 Field Verification Fee/Access Agreement Preparation Fee. In the case of Poles, Stub Poles and Duct/Inner Duct, the Field Verification Fee is a non-refundable (other than true-up) pre-paid charge, which recovers the estimated actual costs for a field survey verification required for a route and to determine the scope of any required Make-Ready work. This charge will be based on actual time and materials. Separate Field Verification Fees apply for Poles, Stub Poles and manholes. In the case of ROW, the Access Agreement Preparation Fee is a non-refundable, pre-paid charge, which recovers the estimated actual costs for preparation of the Access Agreement for each ROW requested by the purchasing Party. Field Verification and Access Agreement Preparation Fees shall be billed in advance. To the extent the amount estimated and billed differs from the amount the providing Party incurs, the providing Party shall bill or refund the purchasing Party the difference.</p>	<p>AGREED 5/23/07</p>

GCI proposed Language	ITC/MTC Proposed Language	Comments
10.3.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For innerduct, this could include, but is not limited to, the placing of innerduct in conduit/duct systems or core drilling of manholes. For Pole or Stub Pole Attachment requests, this could include, but is not limited to, the replacement of poles or relocation of existing facilities to meet required clearances over roads or land. For ROW, this make-ready work could include, but is not limited to, personnel time, including attorney time. With respect to ROW, make-ready work may also include legal or other investigation or analysis arising out of the purchasing Party's failure to comply with the providing Party's request for ROW Occupancy License, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance, subject to true up.	10.3.3.3 Make-Ready Fee. A pre-paid non-refundable (other than true-up) charge which recovers the cost of necessary work required to make the requested facility/ROW available for access. For Inner Duct, this could include, but is not limited to, the placing of Inner Duct in Conduit/Duct systems or core drilling of manholes. For pole or Stub Pole Attachment requests, this could include, but is not limited to, the replacement of Poles or relocation of existing facilities to meet required clearances over roads or land. For ROW, this Make-Ready work could include, but is not limited to, personnel time, including attorney time. With respect to ROW, Make-Ready work may also include legal or other investigation or analysis arising out of the purchasing Party's failure to comply with the providing Party's request for ROW Occupancy License, or other circumstances giving rise to such work beyond the simple preparation of one or more Access Agreements. The estimated pre-paid fee shall be billed in advance, subject to true up.	AGREED 5/23/07
10.3.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any make-ready period, of one (1) foot of pole space (except for antenna attachment, which requires two (2) feet or more depending on the specific antenna). This fee shall be annual.	10.3.3.4 Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of one (1) foot of pole space.	AGREED 5/23/07
10.3.3.5 Stub Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of one (1) foot of Stub Pole space. This fee shall be annual.	10.3.3.5 Stub Pole Attachment Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of one (1) foot of Stub Pole space. This fee shall be annual.	5/23/07: GCI Proposes modification
10.3.3.6 Inner Duct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of an	10.3.3.6 Inner Duct Occupancy Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of an	5/23/07: GCI Proposes modification

GCI proposed Language	ITC/MTC Proposed Language	Comments
Inner Duct on a per foot basis. This fee shall be annual.	Inner Duct on a per foot basis. This fee shall be annual.	
10.3.3.7 Duct/Conduit Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of a Duct or Conduit on a per foot basis. This fee shall be annual.	10.3.3.7 Duct/Conduit Fee. A pre-paid fee which is charged for the occupancy, including during any Make-Ready period, of a Duct or Conduit on a per foot basis. This fee shall be annual.	<u>5/23/07: GCI Proposes modification</u>
10.3.3.8 Access Agreement Consideration Fee. A pre-paid fee which constitutes consideration for conveying access to the ROW to the purchasing Party. This fee shall be a one-time (i.e., nonrecurring) fee.		Parties Agree with proposed language 5/10/07
10.3.3.8.1 Access Agreement Consideration Recurring Fee. This annual fee is used to recover actual costs incurred by the providing Party, including billing costs, for annual assessments for improved property. This fee will be passed through to the purchasing Party, including billing costs, for assessments for real property improvements related only to the purchasing Party improvements subject only to the purchasing Party's access agreement consideration.		Parties Agree with proposed language 5/10/07
10.3.4 Ordering There are two (2) steps required before placing an order for access to ROW, duct/innerduct and Pole/Stub Pole Attachment: Inquiry Review and Field Verification.	10.3.4 Ordering There are two (2) steps required before placing an order for access to ROW, Duct/Inner Duct and Pole/Stub Pole Attachment: Inquiry review and field verification.	AGREED 5/23/07
10.3.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole or Stub Pole Attachment or duct/innerduct occupancy, the providing Party will provide the purchasing Party with the providing Party's procedures. The purchasing Party will review the documents and provide the providing Party with maps of the desired area indicating the routes and entrance	10.3.4.1 Inquiry Reviews. Upon receipt of an inquiry regarding ROW access, Pole or Stub Pole Attachment or Duct/Inner Duct occupancy, the providing Party will provide the purchasing Party with the providing Party's procedures. The purchasing Party will review the documents and provide the providing Party with maps of the desired area indicating the routes and entrance points for	AGREED 5/23/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
points for proposed attachment, proposed occupancy or proposed the purchasing Party construction on the providing Party owned or controlled poles/stub poles, duct/innerduct and ROW as well as the street addresses of any multiple tenant environments upon or through which the purchasing Party proposes construction on ROW owned or controlled by the providing Party. The purchasing Party will include the appropriate inquiry fee with a completed request.	proposed attachment, proposed occupancy or proposed purchasing Party construction on the providing Party owned or controlled Poles/Stub Poles, Duct/Inner Duct and ROW as well as the street addresses of any MTEs upon or through which the purchasing Party proposes construction on ROW owned or controlled by the providing Party. The purchasing Party will include the appropriate inquiry fee with a completed request.	
10.3.4.1.1 Inquiry Review – Duct/Conduit/Inner Duct. The providing Party will complete the database inquiry and prepare a Duct/Conduit structure diagram (referred to as a “Flatline”) which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to the purchasing Party within thirty (30) calendar Days or within the time frames of the Applicable Law , applicable federal or state law, rule or regulation	10.3.4.1.1 Inquiry Review – Duct/Conduit/Inner Duct. The providing Party will complete the database inquiry and prepare a Duct/Conduit structure diagram (referred to as a “Flatline”) which shows distances and access points (such as manholes). Along with the Flatline will be estimated costs for field verification of available facilities. These materials will be provided to the purchasing Party within thirty (30) calendar Days or within the time frames of the Applicable Law.	<u>-OPEN 5/23/07</u>
10.3.4.1.2 Inquiry Review - Poles and Stub Poles. The providing Party will provide the name and contact number for the appropriate providing Party personnel for joint validation of the poles or stub poles and route and estimated costs for field verification.	10.3.4.1.2 Inquiry Review - Poles and Stub Poles. The providing Party will provide the name and contact number for the appropriate providing Party personnel for joint validation of the Poles or Stub Poles and route and estimated costs for field verification.	AGREED 5/23/07
10.3.4.1.3 Inquiry Review – ROW. The providing Party shall, upon request of the purchasing Party, provide the relevant ROW information to the purchasing Party within thirty (30) Days of the request. The providing Party will provide to the purchasing Party a copy of relevant agreements identified that have not been publicly	10.3.4.1.3 Inquiry Review – ROW. The providing Party shall, upon request of the purchasing Party, provide the relevant ROW information to the purchasing Party within thirty (30) Days of the request. The providing Party makes no warranties concerning the accuracy of the information provided to the purchasing Party; the	5/23/07: AGREED Moved to new section 10.3.2.24

GCI proposed Language	ITC/MTC Proposed Language	Comments
<p>recorded if the purchasing Party obtains authorization for such disclosure from the third-party owner(s) of the real property at issue by an executed version of the Consent to Disclosure form, which may be obtained by the providing Party. The providing Party may redact all dollar figures from copies of agreements that have not been publicly recorded that the providing Party provides to the purchasing Party. Any dispute over whether terms have been redacted appropriately shall be resolved pursuant to the Dispute Resolution procedures set forth in this Agreement. The providing Party makes no warranties concerning the accuracy of the information provided to the purchasing party; the purchasing Party expressly acknowledges that the providing Party's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by the providing Party.</p>	<p>purchasing Party expressly acknowledges that the providing Party's files contain only the original ROW instruments, and that the current owner(s) of the fee estate may not be the party identified in the document provided by the providing Party.</p>	
<p>10.3.4.2 Field Verification – Poles/Stub Poles, Duct/Inner Duct and access agreement preparation (ROW). The purchasing Party will review the inquiry results and determine whether to proceed with field verification for Poles/Stub Poles/Ducts or Access Agreement preparation for ROW. If field verification or access agreement preparation is desired, the purchasing Party will submit a written request and return it along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee). Upon payment of the relevant fee and access agreement consideration, if applicable, the providing Party will provide, as applicable, depending on whether the request is for Poles, Stub</p>	<p>10.3.4.2 Field Verification – Poles/Stub Poles, Duct/Inner Duct and access agreement preparation (ROW). The purchasing Party will review the inquiry results and determine whether to proceed with field verification for Poles/Stub Poles/Ducts or Access Agreement preparation for ROW. If field verification or access agreement preparation is desired, the purchasing Party will submit a written request and return it along with a check for the relevant verification fee (Field Verification Fee or Access Agreement Preparation Fee). Upon payment of the relevant fee and access agreement consideration, if applicable, the providing Party will provide, as applicable, depending on whether the request is for Poles, Stub Poles,</p>	<p>GCI to explain what this section means</p> <p><u>5/23/07: OPEN</u></p>

GCI proposed Language	ITC/MTC Proposed Language	Comments
Poles, Duct/Inner Duct/conduit or ROW: (a) in the case of Poles, Stub Poles, or Duct/Inner Duct/Conduit, a field survey and site investigation of the Poles/Stub Poles/Duct/Inner Duct/Conduit, including the preparation of distances and drawings, to determine availability of existing Poles/Stub Poles/Duct/Inner Duct/Conduit; identification of Make-Ready costs required to provide space; the schedule in which the Make-Ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by the providing Party.	Duct/Inner Duct/conduit or ROW: (a) in the case of Poles, Stub Poles, or Duct/Inner Duct/Conduit, a field survey and site investigation of the Poles/Stub Poles/Duct/Inner Duct/Conduit, including the preparation of distances and drawings, to determine availability of existing Poles/Stub Poles/Duct/Inner Duct/Conduit; identification of Make-Ready costs required to provide space; the schedule in which the Make-Ready work will be completed; and, the annual recurring prices associated with the attachment of facilities; (b) in the case of ROW, the completed Access Agreement(s), executed and acknowledged by the providing Party.	
10.3.4.3 Order – Poles, Stub Poles and Duct/Inner Duct. The review, signing and return of the providing Party's application forms for occupancy or attachment along with <u>eighty-five percent (85%)</u> payment of the Make-Ready and prorated recurring access charges for the current relevant annual period shall be accepted as an order for the attachment or occupancy. Upon receipt of the accepted order from the purchasing Party and applicable payment for the fees identified, the providing Party will assign the requested space and commence any Make-Ready work which may be required. The providing Party will notify the purchasing Party when Poles/Stub Poles/Duct/Inner Duct are ready and invoice the purchasing Party for <u>the remaining fifteen percent (15%)</u> payment of the Make Ready and prorated recurring access charges for the current relevant period. <u>any required true-up of the Make Ready cost.</u>	10.3.4.3 Order – Poles, Stub Poles and Duct/Inner Duct. The review, signing and return of the providing Party's application forms for occupancy or attachment along with payment of the Make-Ready and prorated recurring access charges for the current relevant annual period shall be accepted as an order for the attachment or occupancy. Upon receipt of the accepted order from the purchasing Party and applicable payment for the fees identified, the providing Party will assign the requested space and commence any Make-Ready work which may be required. The providing Party will notify the purchasing Party when Poles/Stub Poles/Duct/Inner Duct are ready and invoice the purchasing Party for any required true-up of the Make Ready cost.	OPEN: 5/23/07
10.3.4.4 Make-Ready - Estimates of	10.3.4.4 Make-Ready Fee versus actual	AGREED: 5/23/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
Make-Ready are used to cover actual Make-Ready costs.	costs.	
10.3.4.4.1 If at any point during the Make-Ready work, the providing Party becomes aware that the actual costs for Make-Ready work will exceed the estimate Make-Ready Fee by more than ten percent (10%), the providing Party will immediately notify the purchasing Party of the increased cost and obtain authorization from the purchasing Party to continue with the work. If authorization from the purchasing Party to continue with the work is denied, all work will stop and the purchasing Party will be invoiced for actual work performed. If the costs incurred exceed the Make-Ready Fee the payment of the excess amount shall be made to the providing Party within thirty (30) Days of receipt of an invoice. Disputes regarding work stoppage, or invoice for actual work performed, will be subject to Dispute Resolution procedures set forth in this Agreement.	10.3.4.4.1 If at any point during the Make-Ready work, the providing Party becomes aware that the actual costs for Make-Ready work will exceed the Make-Ready Fee by more than ten percent (10%), the providing Party will immediately notify the purchasing Party of the increased cost and obtain authorization from the purchasing Party to continue with the work. If authorization from the purchasing Party to continue with the work is denied, all work will stop and the purchasing Party will be invoiced for actual work performed. If the costs incurred exceed the Make-Ready Fee the payment of the excess amount shall be made to the providing Party within thirty (30) Days of receipt of an invoice. Disputes regarding work stoppage, or invoice for actual work performed, will be subject to Dispute Resolution procedures set forth in this Agreement.	<u>OPEN: 5/23/07</u>
10.3.4.4.2 The providing Party will provide the purchasing Party copies of records reflecting actual cost of Make-Ready work with the final invoice; provided, however, that, if the providing Party does not possess all such records at the time of the request, then the providing Party will provide copies of such records within fifteen (15) business days of receipt of such records.		Parties Agree with proposed language 5/10/07
10.3.4.4.3 If the purchasing Party provides written cancellation or, if due to circumstances unforeseen during inquiry/verification, the providing Party denies the request for poles, stub poles, ducts or ROW, the providing Party will refund the difference between the actual Make-	10.3.4.4.3 If the purchasing Party provides written cancellation or, if due to circumstances unforeseen during inquiry/verification, the providing Party denies the request for Poles, Stub Poles, Ducts or ROW, the providing Party will refund the difference between the actual Make-Ready costs	AGREED: 5/23/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
Ready costs incurred and those prepaid by the purchasing Party, if any. To the extent the prepaid amount does not equal or exceed the cost incurred, the purchasing Party shall pay the remaining balance to the providing party. Any such refund or payment shall be made within ten (10) business days of either receipt of the purchasing Party's request or the providing Party's receipt of all records relating to the actual costs, whichever comes last, but in no event later than ninety (90) calendar days following the cancellation or denial.	incurred and those prepaid by the purchasing Party, if any. To the extent the prepaid amount does not equal or exceed the cost incurred, the purchasing Party shall pay the remaining balance to the providing Party. Any such refund or payment shall be made within ten (10) business days of either receipt of the purchasing Party's request or the providing Party's receipt of all records relating to the actual costs, whichever comes later, but in no event later than ninety (90) calendar days following the cancellation or denial.	
10.3.5 Billing		AGREED: 5/23/07
10.3.5.1 The purchasing Party agrees to pay in advance the following fees as specified in Exhibit A: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Stub Pole Attachment Fee, Duct/Inner Duct Occupancy Fee and Access Agreement Consideration. <u>Make-Ready Fees will be computed in compliance with applicable local, state and federal guidelines.</u> Usage fees for Poles/Stub Poles/Duct/Inner Duct (i.e., Pole Attachment Fee, Stub Pole Attachment Fee and Duct/Inner Duct Occupancy Fee) will be assessed in advance on an annual basis as of January 1 and billed by March 31 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices. All fees are non-refundable except as expressly provided herein.	10.3.5.1 The purchasing Party agrees to pay in advance the following fees as specified in Exhibit A: Inquiry Fee, Field Verification Fee, Access Agreement Preparation Fee, Make-Ready Fee, Pole Attachment Fee, Stub Pole Attachment Fee, Duct/Inner Duct Occupancy Fee and Access Agreement Consideration. Usage fees for Poles/Stub Poles/Duct/Inner Duct (i.e., Pole Attachment Fee, Stub Pole Attachment Fee and Duct/Inner Duct Occupancy Fee) will be assessed in advance on an annual basis as of January 1 and billed by March 31 of each year. All fees shall be paid within thirty (30) Days following receipt of invoices. All fees are non-refundable except as expressly provided herein.	OPEN: 5/23/07
10.3.5.2 Billing for new attachments shall commence when the facilities ordered have been made available to the purchasing Party with the exception of Make-Ready work. For Make-Ready work, billing will be as described in Section 10.3.4.3.		Parties Agree with proposed language 5/10/07

GCI proposed Language	ITC/MTC Proposed Language	Comments
10.3.6 Maintenance and Repair		Parties Agree with proposed language 5/10/07
10.3.6.1 In the event of any service outage affecting both Parties, repairs shall be effectuated on a non-discriminatory basis as established by local, state, or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected poles/stub poles/duct/innerduct.	10.3.6.1 In the event of any service outage affecting both Parties, repairs shall be effectuated on a non-discriminatory basis as established by local, state, or federal requirements. Where such requirements do not exist, repairs shall be made in the following order: electrical, telephone (EAS/local), telephone (long distance), and cable television, or as mutually agreed to by the users of the affected Poles/Stub Poles/Duct/Inner Duct.	AGREED: 5/23/07
10.3.6.2 Access to maintenance ducts shall be reserved for the exclusive use of the providing Party except that where the purchasing Party is using a duct in the same system, the purchasing Party may use a maintenance duct to replace a damaged cable. Use of the maintenance duct will be on a temporary use basis only and will be used by the purchasing Party only until another duct is leased by the purchasing Party, or repairs are made to the damaged cable in the original duct. After the damaged cable has been repaired or moved to another duct leased by the purchasing Party, the maintenance duct will be returned to the exclusive use of the providing Party.	10.3.6.2 Access to maintenance Conduit shall be reserved for the exclusive use of the providing Party except that, where the purchasing Party is using Conduit in the same system, the purchasing Party may temporarily use a maintenance Conduit to replace a damaged cable in accordance with a schedule to be reasonably agreed upon by the providing Party.	AGREED: 5/23/07
10.3.7 Relocation of Facilities		Parties Agree with proposed language 5/10/07
10.3.7.1 The purchasing Party agrees to participate in or reimburse the providing Party for the relocation of joint-use facilities subject to this section. A failure to reach a negotiated agreement regarding the allocation of expenses between the Parties shall be resolved through Dispute Resolution, Section 5.18.	10.3.7.1 The purchasing Party agrees to participate in or reimburse the providing Party for the relocation of Poles, Stub Poles, Duct/Inner Duct/Conduit being used by the purchasing Party pursuant to this section. Failure to reach a negotiated agreement regarding the allocation of expenses between the Parties shall be resolved through Dispute Resolution procedures set forth in this Agreement.	AGREED: 5/23/07

**GRAYED TEXT INDICATES LANGUAGE THAT WAS PROPOSED BUT WAS NOT CHOSEN AS THE FINAL AGREED UPON LANGUAGE FOR USE IN THE CONTRACT
WHERE NO COMMENTS ARE INDICATED LANGUAGE HAS BEEN PROPOSED BUT NOT YET DISCUSSED OR AGREED UPON**

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

Editing Process: TelAlaska will copy GCI language to its opposite cell and begin redline process to enter the desired language if agreement not reached. This document is then saved and returned to GCI as "TelAlaska Version 2- date" (don't forget to update the footer). This process is then repeated by GCI and returned back to TelAlaska until the desired language is agreed to by both parties. The comments section is reserved for both Parties to make language clarification statements and annotation of when agreement is reached by a statement such as "language agreed – date" The actual language that will be used in the contract remains in "black", and the disregarded language will be made "gray".

GCI Proposed Language	ITC/MTC Proposed Language	Comments
SECTION 12 – –RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS		Parties Agreed with proposed language 5/16/07
12.1 General Provisions	12.1 General Provisions	AGREED (Moved to own row)
12.1.1 All processes and procedures associated with RISP are will be documented in the Operations Manual. The Parties may change or modify the Operations Manual by signed, written agreement	12.1 General Provisions 12.1.1 All processes and procedures associated with RISP are documented in the Operations Manual. The Parties may change or modify the Operations Manual by signed, written agreement 12.1.2 In the event that either Party alters its systems or processes to facilitate the resale product described in Section 6 or the Interconnection described in Section 7 or the pre-order, Order or maintenance and Repair functions described in Section 12, such party may impose on the other nonrecurring RISP start-up charges as agreed to by the Parties, for such alterations.	OPEN - dependent on completion of Ops Manual Moved from 12.2.9 Moved from 12.2.11
12.1 Customer and Network Database Information	12.2 Customer and Network Database Information	Moved to own section – See below
	12.1.2 In the event that either Party alters its systems or processes to facilitate the resale product described in Section 6 or the Interconnection described in Section 7 or the pre-order, Order or maintenance and Repair functions	AGREE (Moved from above to its own row)

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
	described in Section 12, such party may impose on the other nonrecurring RISP start-up charges as agreed to by the Parties, for such alterations.	
	12.1.3 Customer and Network Database Information	AGREE (Moved from above to its own row) Numbering Change
12.1.1 Non-discriminatory pre-ordering, ordering, provisioning, maintenance and repair, and billing functions will be provided as detailed in this Section 12 and Exhibit B. These functions will be provided through a manual interface unless otherwise mutually agreed by the Parties.	12.1.3.1 Non-discriminatory pre-ordering, ordering, provisioning, maintenance and repair, and billing functions, will be provided as detailed in this Section 12 and Exhibit B. These functions will be provided through a manual interface unless otherwise mutually agreed by the Parties.	AGREE ▪ Numbering Change
12.1.2 Intentionally Left Blank	12.1.3.2 Intentionally Left Blank.	AGREE Numbering Change
12.1.3 Applicable charges associated with this Section 12 are listed in Exhibit A.	12.1.3.3 Applicable charges associated with this Section 12 are listed in Exhibit A.	AGREE: Numbering Change
12.2.4 The Parties will provide each other include in the Operations Manual information regarding contact and escalation methods and normal business hours—for customer—Customer serviceService, Installation, Repair and Central Office and Dispatch as required. Changes to this information will be communicated in a timely manner. The Parties will coordinate scheduling for any "outside of business hours" requests.	12.1.3.4 12.2.4 The Parties will provide each other —information regarding normal business hours for customer service. Changes to this information will be communicated in a timely manner. The Parties will coordinate scheduling for any "outside of business hours" requests.	Reason for change: ITC/MTC handles calls through customer service. GCI to advise how they handle these situations. OPEN
12.1.5 Notice of Changes	12.1.4 Notice of Changes	Parties Agreed with proposed language 5/16/07
12.1.5.1 Change without material affect: The Parties will provide reasonable notice to each other of any changes to its RISP procedures, database information, and/or functions only to the extent that the change impacts the other.	12.1.4.1 Change without material affect: The Parties will provide reasonable notice to each other of any changes in their RISP procedures, database information, and/or functions only to the extent that the change impacts the other Party.	AGREE Numbering Change
12.1.5.2 Change with material affect: If any changes to either Party's RISP will materially affect or change any use by the other Party of those RISP procedures, database information, and/or functions, the providing Party shall, at a	12.1.4.2 Change with material affect: If any changes to either Party's RISP will materially affect or change any use by the other Party of those RISP procedures, database information, and/or functions, the providing Party shall, at a	AGREE Numbering Change

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
minimum, provide thirty (30) days written notice unless an immediate change is required to repair a process. In the event any change is required on an emergency basis in less than thirty (30) days, the Party making the change will inform the other Party of such change within four (4) hours of determining such change is necessary.	minimum, provide thirty (30) days written notice unless an immediate change is required to repair a process. In the event any change is required on an emergency basis in less than thirty (30) days, the Party making the change will inform the other Party of such change within four (4) hours of determining such change is necessary.	
12.1.45.3 Mechanical failure of the RISP: Unscheduled Outages: The Party that is experiencing a RISP outage will notify the other Party within sixty (60) minutes of being aware of an unscheduled RISP outage that will or may affect the other Party.	12.1.4.3 12.1.5.3 Mechanical failure of the RISP: The Party that is experiencing a RISP outage will notify the other Party within sixty (60) minutes of being aware of an unscheduled RISP outage that will or may affect the other Party.	Reason for change: To clarify wording for unexpected mechanical failure. <u>OPEN – RISP does not only refer to systems; could be a process/personnel issue</u>
12.2 Terms and Conditions for Access to Customer and Network Database Information		Parties Agreed with proposed language 5/16/07
12.2.1 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.2.2 Both Parties shall restrict access to and use of the other's Customer and network database information, and Customer proprietary network information to its employees and contract employees	12.2.2 Each Party shall restrict access to and use of the other's Customer and network database information and Customer proprietary network information to its employees, agents and representatives who have a need to know in conjunction with performance of their normal duties and shall also comply with all requirements of Applicable Law regarding such information.	Reason for change: Standardize language by adding agents and representative; strengthen language by adding privacy and law. AGREE
12.2.3 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.2.4 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.2.5 Each Party shall comply with all practices, processes, and procedures required for use of the Customer and network database information of the other Party, insofar as such practices, processes, and procedures are applied on a nondiscriminatory basis.	12.2.5 Each Party shall comply with all practices, processes and procedures required for use of the Customer and network database information of the other Party insofar as such practices, processes, and procedures are applied by the other Party on a nondiscriminatory basis.	Reason for change: simplify language ITC to review - Check order need to comply with New CPNI Order. AGREE

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
12.2.6 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.2.7 Employees, agents, and representatives of both Parties shall be subject to the provisions of this Agreement.	12.2.7 Employees, agents, and representatives of both Parties shall be subject to the provisions of this Agreement.	AGREE
12.2.8 Under no circumstance may either Party use for its marketing activities the other Party's Customer information obtained in the performance of this Agreement.	12.2.8 Under no circumstance may either Party use for its marketing activities the other Party's Customer information obtained in the performance of this Agreement.	AGREE
12.2.9 Intentionally Left Blank	12.2.9	Moved to 12.1 General Provisions AGREE - MAKE ILB
12.2.10 The Parties shall provide each other with the data elements described in Exhibit B of this Agreement.		Parties Agreed with proposed language 5/16/07
12.2.11 To the extent alterations to TEL ALASKA's system or processes are developed to facilitate the resale product described in Section 6 or the Interconnection described in Section 7 or the Pre-order, Order or Maintenance and Repair functions described in Section 12, TEL ALASKA may impose nonrecurring RISP start-up charges as agreed to by the Parties. To such RISP alterations. To the degree alterations in GCI's system or processes are developed to facilitate the resale product described in Section 6 or the Interconnection described in Section 7 or the Pre-order, Order or Maintenance and Repair functions described in Section 12, GCI may impose nonrecurring RISP start-up charges as agreed to by the Parties, for and RISP alterations.	12.2.11 Intentionally Left Blank.	Moved to 12.1 General Provisions AGREE
12.3 Forecasts		Parties Agreed with proposed language 5/16/07

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
12.3.1 Intentionally Left Blank		Parties Agreed with proposed language 5/16/07
12.3.2 Intentionally Left Blank		Parties Agreed with proposed language 5/16/07
12.3.3 Intentionally Left Blank		Parties Agreed with proposed language 5/16/07
12.3.4 Intentionally Left Blank 12.3.4 Forecasts: GCI will provide an initial quarterly forecast of monthly order activity no later than ninety (90) days prior to providing local services. Thereafter, each Party, at each Party's expense, shall provide good faith quarterly forecasts of monthly order activity that impacts the other Party one month prior to each quarter based on the calendar year. ITC/MTC shall provide a quarterly forecast of monthly order activity ninety (90) days prior to sending the first order for resold service to GCI.	12.3.4 Intentionally Left Blank	No value. See ordering section. Not useful paperwork burden. ITC MAY WANT TO REVISIT. <u>OPEN FOR FURTHER DISCUSSION AT 5/30 MTG</u>
12.4 Local Service Request (LSR) Ordering Process		Parties Agreed with proposed language 5/16/07
12.4.1 ITC/MTC shall, upon receipt of notice from GCI of GCI's intent to provide service or within sixty (60) days of RCA approval of this Agreement, whichever comes later, commence acceptance and processing of LSRs from GCI. On the same day, GCI shall be capable of receiving and processing requests from ITC/MTC to switch and port Customers.	12.4.1 ITC/MTC shall, upon receipt of notice from GCI of GCI's intent to provide service or within 60 days of RCA approval of this Agreement, whichever comes later, commence acceptance and processing of LSRs from GCI. On the same day, GCI shall be capable of receiving and processing requests from ITC/MTC to switch and port Customers.	<u>AGREE (typo; addition of numerical test)</u>
12.5 Access to Customer Data		Parties Agreed with proposed language 5/16/07
12.5.1 ITC/MTC shall, within 60 days of RCA approval of this Agreement, commence acceptance and processing of requests from GCI for preorder data. On the same day, GCI shall be capable of receiving and processing requests from ITC/MTC to switch and port Customers.	12.5.1 ITC/MTC shall, on the same effective day as 12.4.1 commence acceptance and processing of requests from GCI for preorder data. On the same day, GCI shall be capable of providing requested preorder data to ITC/MTC.	AGREE

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
12.5.2 Requirement for Letter of Agency Authorization are found in Section 5.	12.5.2 Requirements for Letter of Agency/Authorization are found in Section 5.	AGREE
12.6 Preorder Data Request		Parties Agreed with proposed language 5/16/07
<p>12.6.1 For existing ITC/MTC business Customers (and, on rare occasion, residential Customers), a preorder data request may consist of one or more of the following:</p> <p>a) telephone or circuit number(s)</p> <p>b) Customer name and physical location;</p> <p><u>c) A Commercial Customer name;</u></p> <p><u>d) Billing number or Billing name, combined with a service address</u></p> <p>e) Account number(s); or</p> <p>f) <u>Any other Mutually agreed upon</u> method of query for preorder.</p> <p>ITC/MTC shall request preorder data from GCI in a comparable manner.</p>	<p>12.6.1 For existing ITC/MTC business Customers (and, on rare occasion, residential Customers), a preorder data request may consist of one or more of the following:</p> <p>a) telephone or circuit number(s)</p> <p>b) Customer name and physical location;</p> <p>e) Account number(s); or</p> <p>f) Mutually agreed method of query for preorder.</p> <p>ITC/MTC shall request preorder data from GCI in a comparable manner.</p>	<p><u>OPEN – Disagree w/(c) – may want to switch a customer by name only (i.e. Well Fargo – all locations)</u></p> <p><u>(d) TelAlaska checking to see if can query by billing info since the do include this in their systems and it can be different than the customer info</u></p>
12.6.2 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
<p>12.6.3 Even where there is no information to provide in response to a preorder request, a simple preorder request charge applies.</p> <p><u>12.6.3 Where either ITC/MTC or GCI submits a pre-order query and data cannot be provided due to an error in the query (i.e. incorrect telephone number) the Providing Party will reject the query</u></p>	<p>12.6.3 Even where there is no information to provide in response to a preorder request, a simple preorder request charge applies.</p>	<p><u>OPEN – Modified language based on 5/23 discussion</u></p>

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
back to the requesting Party, stating the reason for the rejection. A reject charge as set forth in Exhibit A shall apply.		
12.7 Intentionally Left Blank Telephone Number Reservations	12.7 Intentionally Left Blank	<u>OPEN – TelAlaska understands intent – requires further internal review</u>
12.7.1 Intentionally Left Blank ITC/MTC shall, within sixty (60) days of RCA approval of this Agreement, provide GCI with a process to reserve telephone numbers for GCI to assign to its Customers. GCI shall, ninety (90) days prior to beginning service in the ITC/MTC service area, provide ITC/MTC with a process to reserve telephone numbers for ITC/MTC to assign to its Customers.	12.7.1 Intentionally Left Blank	We are not aware of any legal requirement for ITC to reserve numbers for GCI. <u>OPEN – TelAlaska understands intent – requires further internal review</u>
12.8 Ordering and Provisioning Order Types are described in Section 12 of this Agreement.		Parties Agreed with proposed language 5/16/07
12.8.1 The Parties shall develop processes and procedures for pre-ordering, ordering, determining order status and maintenance and repair. These processes are will be documented in the Operations Manual. The Parties will make the following order activities available on a non-discriminatory basis: a) Scheduling of service installations and ability to quote scheduling availability. b) Provisioning services during	12.8.1 The Parties shall develop processes and procedures for pre-ordering, ordering, determining order status and maintenance and repair. These processes are documented in the Operations Manual. The Parties will make the following order activities available on a non-discriminatory basis: a) Scheduling of service installations and ability to quote scheduling availability. b) Provisioning services during ITC/MTC's normal business hours. ITC/MTC	[Rewritten in generic form] <u>OPEN - dependent on completion of Ops Manual</u>

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
<p>ITC/MTC's normal business hours. ITC/MTC and GCI will coordinate scheduling for all provisioning requests outside ITC/MTC normal business hours.</p> <p>c) The providing Party will notify the purchasing Party upon receipt of an order. Upon establishment of an estimated due date, the providing Party will provide the purchasing Party with a Firm Order Confirmation (FOC).. Upon completion of the order, the providing Party will provide the purchasing Party with a dated completion notice.</p> <p>d) The Parties shall establish a process to allow one another to order suspension/restoration of dial tone service to resale Customers.</p> <p>e) The Parties shall provide each other with the ability to modify open service orders.</p>	<p>and GCI will coordinate scheduling for all provisioning requests outside ITC/MTC normal business hours.</p> <p>c) The providing Party will notify the purchasing Party upon receipt of an order. Upon establishment of an estimated due date, the providing Party will provide the purchasing Party with a Firm Order Confirmation (FOC).. Upon completion of the order, the providing Party will provide the purchasing Party with a dated completion notice.</p> <p>d) The Parties shall establish a process to allow one another to order suspension/restoration of dial tone service to resale Customers.</p> <p>e) The Parties shall provide each other with the ability to modify open service orders.</p>	
<p>12.8.2 TEL ALASKA shall provide notification to GCI of any instances when TEL ALASKA's due dates are in jeopardy of not being met. GCI shall provide notification to TEL ALASKA of any instances when GCI's due dates are in jeopardy of not being met.</p>	<p>12.8.2 The Parties shall notify one another when FOC dates are in jeopardy of not being met.</p>	<p>[Rewritten in generic form] AGREE</p>
<p>12.8.3 TEL ALASKA shall provide notification to GCI, and GCI shall provide notification to TEL ALASKA, of any instances when an order is rejected. All identified rejection criteria will be included on the reject notice.</p>	<p>12.8.3 The Parties shall notify each other of any instances when an order is rejected. All identified rejection criteria will be included in the reject notice.</p>	<p>AGREE</p>
<p>12.8.4 Where the Retail Provider provides retail resale service on behalf of the Reseller, the Retail Provider shall advise the Customer to notify the</p>	<p>12.8.4 Where the Retail Provider installs retail resale service on behalf of the Reseller, the Retail Provider shall advise the Customer to notify the</p>	<p>AGREE (fix typo)</p>

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
Reseller immediately if the Customer requests a service change at the time of installation.	Reseller immediately if the Customer requests a service change at the time of installation.	
12.8.5 If by agreement between the Parties, ITC/MTC provides installation of Inside Wire or CPE on behalf of GCI, ITC/MTC shall advise the GCI Customer to notify GCI immediately if GCI's Customer requests a service change at the time of installation. If by agreement between the Parties, GCI provides installation of Inside Wire or CPE on behalf of ITC/MTC, GCI shall advise the ITC/MTC Customer to notify ITC/MTC immediately if ITC/MTC's Customer requests a service change at the time of installation.	12.8.5 Intentionally Left Blank	Need an installation/maintenance agreement with TALD <u>OPEN for further discussion 5/30/07 meeting</u>
12.9 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.10 Resale and Interconnection Support Process for Maintenance and Repair Functions	12.10 Maintenance, and Repair Functions for Resold Services	<u>OPEN - Title</u>
12.10.1 The Retail Provider will perform maintenance and repair functions on the Reseller's behalf for Customers' Telecommunications Services described in this Agreement on a nondiscriminatory basis.	12.10.1 The Retail Provider will perform maintenance and repair functions on the Reseller's behalf for Customers' Telecommunications Services described in this Agreement on a nondiscriminatory basis.	<u>AGREE</u>
	12.10.2 Sequencing of Repairs	<u>AGREE (moved title from below to new row)</u>
12.10.2 The sequencing of all repair dispatches in queue shall be performed in the same manner for the Reseller's Customers as the Retail Provider does for its own Customers.	12.10.2.1 12.10.2 The sequencing of all repair dispatches in queue shall be performed in the same manner for the Reseller's Customers as the Retail Provider does for its own Customers.	<u>AGREE</u>
12.10.2.1.2 The Parties' trouble ticket priority codes are will be contained in the		<u>RE-OPEN - dependent on completion of Ops</u>

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GRAYED TEXT INDICATES LANGUAGE THAT WAS PROPOSED BUT WAS NOT CHOSEN AS THE FINAL AGREED UPON LANGUAGE FOR USE IN THE CONTRACT WHERE NO COMMENTS ARE INDICATED LANGUAGE HAS BEEN PROPOSED BUT NOT YET DISCUSSED OR AGREED UPON

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES (“RISP”), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
Operations Manual		<u>Manual</u>
12.10.2.1.3 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.10.2.1.4 Intentionally Left Blank. The purchasing Party may contact the providing Party's trouble dispatcher to arrange re-sequencing of the repair dispatch schedule. This section is not intended to address the re-sequencing of all repair dispatches in queue, but rather the purchasing Party's own dispatches in queue. The providing Party's ability to accommodate the purchasing Party's request may be restricted by the providing Party's field technician location.	12.10.4 Intentionally Left Blank.	ITC does not do this for itself. <u>OPEN for further discussion 5/30 meeting (TelAK to provide info on priority/cause codes)</u>
12.10.2.1.54.1 The Retail Provider will process the Reseller's repair functions on a <u>first-come first-serve basis</u> the same basis as the Retail Provider provides itself.	12.10.4.1 The Retail Provider will process the Reseller's repair functions on the same basis as the Retail Provider provides itself.	Rewritten in generic form <u>OPEN</u>
12.10.5 Trouble Isolation On Resold Services		Parties Agreed with proposed language 5/16/07
12.10.5.1 Each Party is responsible for the maintenance and repair of all of its network plant up to and including the NID or other demarcation point at the Customer location. <u>Each Party is responsible for maintenance and repair, except for network plant provided by the other Party, for its own Customers' network and network services.</u> Each Party will perform trouble isolation testing on its own Customers' network and network services. CPE . Each Party shall exercise due care and caution to ensure that the other Party's facilities are not damaged. If a Party causes any such damage to the other Party's facilities, the Party that causes the damage shall pay the other Party for the actual cost incurred to repair such damage.	12.10.5.1 Each Party is responsible for the maintenance and repair of all of its plant up to and including the NID or other demarcation point at the Customer location. Each Party will perform trouble isolation testing on its own Customers' CPE. Each Party shall exercise due care and caution to ensure that the other Party's facilities are not damaged. If a Party causes any such damage to the other Party's facilities, the Party that causes the damage shall pay the other Party for the actual cost incurred to repair such damage.	<u>OPEN – changed ‘regulated’ to ‘network’ as discussed in 5/23 meeting</u>
12.10.5.2 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
12.10.5.3 The purchasing Party shall have access for trouble isolation testing purposes at the inside wiring module of the NID or equivalent demarcation point where technically feasible.	12.10.5.3 The Reseller shall have access for trouble isolation testing purposes at the inside wiring module of the NID or equivalent demarcation point where technically feasible.	AGREE
12.10.5.4 Intentionally Left Blank		Parties Agreed with proposed language 5/16/07
12.10.5.5 The Parties will work cooperatively to resolve trouble reports		Parties Agreed with proposed language 5/16/07
12.10.5.5.1 In the event the Reseller reports a trouble ticket to the Retail Provider and the Retail Provider finds no trouble, then the Reseller shall be assessed the appropriate labor charge that the Retail Provider assesses its Customers in similar circumstances as set forth in the Retail Provider's Tariff.	12.10.5.5.2 12.10.5.5.1 In the event the Reseller reports a trouble ticket to the Retail Provider and the Retail Provider finds no trouble, then the Reseller shall be assessed the appropriate labor charge that the Retail Provider assesses its Customers in similar circumstances as set forth in the Retail Provider's Tariff.	Rewritten in generic form AGREE (fix typo)
12.10.5.6 When the Reseller requests that the Retail Provider perform trouble isolation with the Reseller, a Maintenance and Repair Charge will apply if the trouble is found to be in the services and facilities within the Reseller's Customer's network CPE. If the trouble is in the Reseller's Customer's services and facilities (post-NID) and the Reseller authorizes the Retail Provider to repair the trouble on the Reseller's behalf, upon acceptance of the repair authorization, the Retail Provider will charge the Reseller the appropriate charges set forth in Exhibit A. When the Retail Provider requests that the Reseller perform trouble isolation with the Retail Provider, a Maintenance and Repair Charge will apply if the trouble is found to be in the services and facilities within the Retail Provider's Customer's network. If the trouble is in the Retail Provider's Customer's services and facilities (post-NID) and the Retail Provider authorizes the Reseller to repair the trouble on the Retail Provider's behalf, upon acceptance of the repair authorization, the Reseller	12.10.5.6 When the Reseller requests that the Retail Provider perform trouble isolation with the Reseller, a Maintenance and Repair Charge will apply if the trouble is found to be in the services and facilities within the Reseller's Customer's CPE.	Rewritten in generic form, and to state the allocation of responsibility between the Parties more generally. OPEN for further discussing 5/30 meeting

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
will charge the Retail Provider the appropriate charges set forth in Exhibit A.		
12.10.5.7 Intentionally Left Blank		Parties Agreed with proposed language 5/16/07
<p>12.10.5.8 A Party will:</p> <p>a. Not be charged a Maintenance and Repair charge if the problem is in the other Party's network.</p> <p>b. Pay charges associated with a No Trouble Found ("NTF") situation only if the other Party's Tariff permits such charges to its retail customers.</p>	<p>12.10.5.8 A Party will:</p> <p>a. Not be charged a Maintenance and Repair charge if the problem is in the other Party's network.</p> <p>b. Pay charges associated with a No Trouble Found ("NTF") situation only if the other Party's Tariff permits such charges to its retail Customers.</p>	AGREE
12.10.6 Trouble Tickets for Resale Customers		AGREE
12.10.6.1 The providing Party will receive trouble reports from the purchasing Party through the mechanism that will be described in the Operations Manual. The providing Party shall provide the purchasing Party non-discriminatory timing of maintenance and repair services for the Telecommunications Services described in this Agreement	12.10.6.1 The Retail Provider will receive trouble reports from the Reseller through the mechanism described in the Operations Manual. The Retail Provider shall provide the Reseller non-discriminatory timing of maintenance and repair services for the Telecommunications Services described in this Agreement.	OPEN - dependent on completion of Ops Manual
12.10.6.2 Trouble reports to the providing Party will contain trouble isolation testing information when available	12.10.6.2 Trouble reports to the Retail Provider will contain trouble isolation testing information when available	AGREE
12.10.6.2.1 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.10.6.3 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.10.6.4 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.10.6.5 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
12.10.6.6 Test Results		Parties Agreed with proposed language 5/16/07
12.10.6.6.1 The Parties will share test results upon request as an aid to diagnosing troubles.	12.10.6.6.1. The Parties will share test results upon request as an aid to diagnosing troubles	AGREE
12.10.6.7 Trouble Reporting and Dispatch Priorities		Parties Agreed with proposed language 5/16/07
12.10.6.7.1 The priority of the trouble ticket is set by the trouble ticket priority code <u>which will be listed</u> in the Operations Manual and is consistent with 3 AAC 52.280. The Reseller may request the Retail Provider to dispatch for repair after hours. In such event, the Retail Provider will charge at overtime rates consistent with its current procedures. The Reseller will be treated with parity in after-hours repair response and charges consistent with the Retail Provider's retail Customers.	12.10.6.7.1 The priority of the trouble ticket is set by the trouble ticket priority code in the Operations Manual and is consistent with 3 AAC 52.280. The Reseller may request the Retail Provider to dispatch for repair after hours. In such event, the Retail Provider will charge at overtime rates consistent with its current procedures. The Reseller will be treated with parity in after-hours repair response and charges consistent with the Retail Provider's retail Customers.	OPEN - dependent on completion of Ops Manual
12.10.7 Inside Wire Maintenance		Parties Agreed with proposed language 5/16/07
12.10.7.1 Except where specifically required by state or federal regulatory mandates or as may be provided for under this Agreement, the Retail Provider shall not be required to perform any repair or maintenance of inside wire (premises wiring beyond the Customer's Demarcation Point) for the Reseller or its Customers.	12.10.7.1 Except where specifically required by state or federal regulatory mandates or as may be provided for under this Agreement, the Retail Provider shall not be required to perform any repair or maintenance of inside wire (premises wiring beyond the Customer's Demarcation Point) for the Reseller or its Customers.	AGREE
12.10.8 Trouble Call Coordination		Parties Agreed with proposed language 5/16/07
12.10.8.1 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.10.8.2 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.10.8.3 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.10.8.4 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.10.8.5 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
12.10.8.6 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.10.8.7 Testing Retail Services		Parties Agreed with proposed language 5/16/07
12.10.8.7.1 The Retail Provider shall perform all Telecommunication Services testing for the Reseller's Customer in a manner consistent with that which the Retail Provider provides its own Customers.	12.10.8.7.1 The Retail Provider shall perform all Telecommunication Services testing for the Reseller's Customer in a manner consistent with that which the Retail Provider provides its own Customers.	AGREE
12.10.8.8 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07
12.10.8.9 Misdirected Repair Calls		Parties Agreed with proposed language 5/16/07
12.10.8.9.1 ITC/MTC and GCI will employ the following procedures for handling misdirected repair calls:	12.10.8.9.1 The Parties will employ the following procedures for handling misdirected repair calls:	AGREE
12.10.8.9.2 Each Party will provide its respective Customers with the correct telephone numbers to call for repairs.	12.10.8.9.2 Each Party will provide its respective Customers with the correct telephone numbers to call for repairs.	AGREE
12.10.8.9.3 GCI's Customers shall be instructed to report all cases of trouble to GCI. ITC/MTC's Customers shall be instructed to report all cases of trouble to ITC/MTC.	12.10.8.9.3 GCI's Customers shall be instructed to report all cases of trouble to GCI. ITC/MTC's Customers shall be instructed to report all cases of trouble to ITC/MTC.	AGREE
12.10.8.9.4 If one Party's Customer, in reporting trouble, contacts the other Party's repair service in error, the customer shall be directed to the appropriate Party's repair service.	12.10.8.9.4 If one Party's Customer, in reporting trouble, contacts the other Party's repair service in error, the customer shall be directed to the appropriate Party's repair service.	AGREE Moved 12.10.8.9.5 to a new row below
12.10.8.9.5 <u>If, a</u> After normal business hours, <u>a Party receives a repair call and ITC/MTC does not have the ability to determine if a-the call has been misdirected, the Party shall handle the call as they would for their own customer. If the repair call</u>	12.10.8.9.5 After normal business hours ITC/MTC does not have the ability to determine if a call has been misdirected and, if the Customer requests, will initiate a field visit comparable to the manner in which it would do so for its own	OPEN – redrafted based on 5/23 discussion

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
requires an emergency field visit the repair shall be completed the other Carrier billed as they would bill their own customer based on the terms and conditions in their tariff.	Customer.	
12.10.8.9.6 At no time shall either Party use a 611 event to provide information about any of their own products or services, as the basis for internal referrals or to solicit Customers to switch any of their services away from the other Party. Either Party may respond with accurate information in answering end-user questions or refer the end-user to their own carrier.		<u>OPEN – redrafted and moved based on 5/23 discussion</u>
12.10.9 Major Outages/Restoral/Notification		Parties Agreed with proposed language 5/16/07
12.10.9.1 Either party, as applicable, will provide advance notice, and a completion notice to the other Party of planned major network outages. Processes for advance notice and notice of completion are will be documented in the Operations Manual. Service restoration will be performed as quickly as possible and in a nondiscriminatory manner according to the providing Party's and/or industry standards.	12.10.9.1 Either party, as applicable, will provide advance notice, and a completion notice to the other Party of planned major network outages. Processes for advance notice and notice of completion are documented in the Operations Manual. Service restoration will be performed as quickly as possible and in a nondiscriminatory manner according to the providing Party's and/or industry standards.	<u>OPEN - dependent on completion of Ops Manual</u>
12.10.9.2 The Parties will provide network outage and restoral notification to each other for unplanned network outages. Processes for outage notification and service restoral are will be documented in the Operations Manual. Service restoration will be accomplished as quickly as possible in a nondiscriminatory manner consistent with the providing Party's and/or industry standards.	12.10.9.2 The Parties will provide network outage notification to each other for unplanned network outages. Processes for outage notification and service restoral are documented in the Operations Manual. Service restoration will be accomplished as quickly as possible in a nondiscriminatory manner consistent with the providing Party's and/or industry standards.	<u>OPEN</u>
12.10.10 Preventative Maintenance		Parties Agreed with proposed language 5/16/07

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
12.10.10.1 Preventative Maintenance is periodic maintenance, inspection, cleaning, updating, adjusting, and repair to eliminate problems prior to affecting service.	12.10.10.1 Preventative maintenance is periodic maintenance, inspection, cleaning, updating, adjusting, and repair to eliminate problems prior to affecting service.	AGREE
12.10.10.2 The Parties will perform scheduled maintenance for services provided under this Agreement in a nondiscriminatory manner. The Parties shall provide adequate advance notice of any scheduled maintenance that could potentially impact service to the other Party's Customers.		Parties Agreed with proposed language 5/16/07
12.10.10.3 Processes for maintenance activity notification are documented in the Operations Manual.		Parties Agreed with proposed language 5/16/07
12.10.11 Hours of Coverage		Parties Agreed with proposed language 5/16/07
12.10.11.1. The Parties shall provide Maintenance and Repair services to each other during their normal business hours. The Parties will coordinate scheduling for all outside of normal business hours Maintenance and Repair requests. Applicable charges for Maintenance and Repair services within normal business hours and outside of normal business hours are listed in Exhibit A.	12.10.11.1. The Parties will coordinate scheduling for all outside of normal business hours Maintenance and Repair requests. Applicable charges for Maintenance and Repair services within normal business hours and outside of normal business hours are listed in Exhibit A.	OPEN
12.10.12 Escalations		Parties Agreed with proposed language 5/16/07
Trouble escalation procedures are documented in the Operations Manual.		Parties Agreed with proposed language 5/16/07
12.10.13 Dispatch		Parties Agreed with proposed language 5/16/07
12.10.13.1 Upon the receipt of a written trouble report from the purchasing Party, the providing Party will follow internal processes to resolve all trouble conditions on a non-discriminatory basis.	12.10.13.1 Upon the receipt of a written trouble report from the Reseller, the Retail Provider will follow internal processes to resolve all trouble conditions on a non-discriminatory basis.	AGREE
12.10.13.2 Intentionally Left Blank.		Parties Agreed with proposed language 5/16/07

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
<p>12.10.13.3 Intentionally Left Blank.</p> <p>12.10.13.3 The providing Party reserves the right to dispatch to the Customer's demarcation point without the purchasing Party's authorization for major outage restoration and cable rearrangements</p>	<p>12.10.13.3 Intentionally Left Blank.</p>	<p>Parties Agreed with proposed language 5/16/07</p> <p><u>OPEN – GCI believes this clarification to be necessary to avoid confusion regarding contact with the other Party's customer</u></p>
<p>12.11 Expedited Special Request</p> <p>Expedited special request charges apply when special arrangements and/or management efforts are required to meet the purchasing Party's requested due date or service requirements. <u>This charge would not apply if special arrangements are required in order to complete an order or repair within the timeframes being quoted to the Retail Provider's Customer or to complete a previously scheduled order or trouble. Charges shall apply if</u>and the purchasing Party requests such arrangements or efforts and agrees after notification of the expedited special request charges that will apply.</p>	<p>12.11 Expedited Special Request</p> <p>Expedited special request charges apply when special arrangements and/or management efforts are required to meet the purchasing Party's requested due date or service requirements and the purchasing Party requests such arrangements or efforts after notification of the expedited special request charges that will apply.</p>	<p><u>OPEN</u></p>

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES (“RISP”), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
12.12 Performance, Metrics, and Reporting		Parties Agreed with proposed language 5/16/07
12.12.1 This section addresses performance, metrics, and reporting associated with the Telecommunications Services that the Parties provide to each other pursuant to this Agreement. Pre-order requests, order provisioning, and trouble ticket resolution volumes vary significantly for reasons including, but not limited to, seasonal fluctuations and complexity of orders and/or trouble tickets. Performance metrics <u>reporting</u> can assist in measuring the time taken to perform pre-order, order processing, provisioning, and repair functions <u>and ensure nondiscriminatory performance by the providing Party in the execution of these activities.</u>	12.12.1 This section addresses performance, metrics, and reporting associated with the Telecommunications Services that the Parties provide to each other pursuant to this Agreement. Pre-order requests, order provisioning, and trouble ticket resolution volumes vary significantly for reasons including, but not limited to, seasonal fluctuations and complexity of orders and/or trouble tickets. Performance metrics can assist in measuring the time taken to perform pre-order, order processing, provisioning, and repair functions.	<u>OPEN for further discussion at 5/30 meeting</u>
12.12.2 Processes and procedures for performance metrics reporting functions are provided and documented in the Operations Manual.		Parties Agreed with proposed language 5/16/07
12.12.3 Because performance times may vary significantly by location, reporting will be provided at the exchange level or below as agreed upon between the Parties and documented in the Operations Manual.		Parties Agreed with proposed language 5/16/07
12.12.4 The Parties agree that ITC/MTC shall provide GCI reports on a monthly-weekly basis, unless mutually agreed otherwise. If the Parties have agreed to the report— format and data categories and the report is in production, and GCI then requests a modification to the performance reports and ITC/MTC agrees to such modification, GCI will reimburse ITC/MTC for the cost of that modification.. Performance reports from GCI to ITC/MTC will be comparable to the foregoing and will begin at such time that the Parties agree that	12.12.4 The Parties agree that ITC/MTC shall provide GCI reports on a monthly basis, unless mutually agreed otherwise. If the Parties have agreed to the report format and data categories and the report is in production, and GCI then requests a modification to the performance reports and ITC/MTC agrees to such modification, GCI will reimburse ITC/MTC for the cost of that modification.. Performance reports from GCI to ITC/MTC will be comparable to the foregoing and will begin at such time that the Parties agree that	<u>OPEN – Monthly is not adequate to access problems and address them timely. Open for further discussion at 5/30 meeting</u>

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
such reports are needed.	such reports are needed.	
12.12.4.1 The reports shall include information on: pre-order, order processing, order provisioning, order completion completion, trouble processing and trouble completion but shall not include average time frames for completion . A Party's report will show information regarding pre-orders provided to the other Party, but not pre-orders provided to itself. Both Parties shall provide these types of reports.	12.12.4.1 The reports shall include information on: pre-order, order processing, order provisioning, order completion and trouble completion but shall not include average time frames for completion. A Party's report will show information regarding pre-orders provided to the other Party, but not pre-orders provided to itself. Both Parties shall provide these types of reports.	<u>OPEN for further discussion at 5/30 meeting</u>
12.12.5 Service Order categories are 'Simple' and 'Complex'. The following are definitions of terms to clarify their use throughout the remainder of this section. Under each heading of Simple or Complex "types" of orders exist. Those order "types" are defined beginning at 12.12.5.3		Parties Agreed with proposed language 5/16/07
12.12.5.1 "SIMPLE SERVICE ORDER" An order for services or facilities involving GCI single party voice grade service for residential or business Customers, except as otherwise defined as "Complex Orders"	12.12.5.1 "SIMPLE SERVICE ORDER" An order for services or facilities involving GCI single party voice grade service for residential business Customers, except as otherwise defined as "Complex Orders"	<u>OPEN</u>
12.12.5.2 COMPLEX ORDER An order requesting installation, move, change, or disconnect of a multi-line (4 or more lines for one customer) residential or business. Business complex may also include Hunt, DID, PRI, or Special Circuit.	12.12.5.2 "COMPLEX SERVICE ORDER" An order requesting installation, move, change, or disconnect of a multi-line residential or business. Business complex may also include Hunt, DID, PRI, or Special Circuit.	<u>AGREE</u>
12.12.5.3 "CHANGE ORDER." Changes to existing Customers' accounts, including but not limited to feature and billing record changes.	12.12.5.3 "CHANGE ORDER." Changes to existing Customers' accounts, including but not limited to feature changes.	<u>OPEN (TelAK to redefine per 5/23 meeting)</u>
12.12.5.4 "CONVERSION." Switching a Customer from the current LEC to a new LEC or changing from one type of service to another (e.g.,	12.12.5.4 "Resale Conversion" the conversion of a Customer from one service provider to another that does not	<u>OPEN – Why does this require a disco and New Install?</u>

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
from Resale to Facilities Based). "Resale Conversion" is the conversion of a Customer from one service provider to another <u>that does not</u> require the Customer's service to be provisioned on the New Service Provider's switch or other facilities and generally results in minimal, if any, <u>out-of-service time</u> . A Resale Conversion involves a <u>minor programming change in the Current Service Provider's switch and a</u> disconnect and a new service order to affect a change in billing. <u>Resale-Conversions will be done during regular business hours unless otherwise requested and agreed upon by the Parties. Applicable charges for "After Hours" (any time other than the Retail Provider's regular business hours), "Time of Day" or "Hot Cut" (requiring coordination by the Parties as to the specific time of the conversion) are listed in Exhibit A.</u>	require the Customer's service to be provisioned on the New Service Provider's switch or other facilities. A Resale Conversion involves a disconnect and a new service order to affect a change in billing. . Resale Conversions will be done during regular business hours	<u>Why are they limiting to reg Bus hrs only?</u>
12.12.5.5 "DISCONNECT." Disconnect of existing Customer's service. <u>Includes port outs.</u>	12.12.5.5 "DISCONNECT." Disconnect of existing Customer's service.	<u>OPEN - Ports</u>
12.12.5.6 "INSTALL." Install orders include new installations for existing Customers, <u>new and</u> installations for new Customers, <u>and ports.</u>	12.12.5.6 "INSTALL." Install orders include new installations for existing Customers and installations for new Customers.	<u>OPEN -Ports</u>
12.12.5.7 "TRANSFER." Customer moves within the local exchange service area from one location to another.	12.12.5.7 "MOVE." Customer moves within the local exchange service area from one location to another.	AGREE
12.12.5.8 "PORT ONLY." <u>Transfers Switches the</u> Customer's telephone number from one <u>Party's end office switch to the another Party's end office switch.</u>	12.12.5.8 "PORT ONLY." Transfers the Customer's telephone number from one Party's end office switch to the other Party's end office switch.	<u>OPEN</u>
	12.12.5.9 "DISCONNECT NON-PAYS/RECONNECTS." An order requesting the suspension or restoration of dial tone.	AGREE

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
12.12.5.10 "PRE-ORDER QUERY." Is a request for data required to process a service order. Pre-order queries occur prior to the placement of a service order and may require data available through electronic, manual or a combination of methods. Pre-order query types consist of Simple, Complex – Switching and Complex - Engineering as described in Exhibit B.		Parties Agreed with proposed language 5/16/07
12.12.6 Performance Requirements per state and federal regulations		Parties Agreed with proposed language 5/16/07
12.12.6.1 ALASKA and GCI's minimum must also meet the applicable state and federal requirements for conversion orders and number porting between wireline carriers.	12.12.6.1 The Parties must meet the applicable state and federal requirements for conversion orders and number porting between wireline carriers.	Question: Provide a list or state standard you are referring to. AGREE
12.12.6.2 Conversion Requirements: Where all necessary facilities and equipment are in place, a local exchange carrier shall complete the transfer of a customer to another local exchange carrier within seven working days of receiving a valid order for transfer of service. 3 AAC 53.290(g).	12.12.6.2 Conversion Requirements: Where all necessary facilities and equipment are in place, a the Current Service Provider shall complete the transfer of a Customer to the New Service Provider within seven working days of receiving a valid order for transfer of service. 3 AAC 53.290(g).	AGREE
12.12.7 Performance Processing		Parties Agreed with proposed language 5/16/07
12.12.7.1 Pre-order Processing: For the purposes of pre-order processing, the requesting Party will have access to pre-order information <u>in substantially the same time that the providing Party provides itself and</u> on a non- discriminatory basis. The time required to fulfill pre-order requests and return them to the requesting Party will vary based on volume, complexity of the service, and other factors. However, the providing Party shall not place a lower priority on processing pre-order requests of the requesting Party as compared to the order requests of the providing Party.	12.12.7.1 Pre-order Processing: For the purposes of pre-order processing, the requesting Party will have access to pre-order information on a non-discriminatory basis. The time required to fulfill pre-order requests and return them to the requesting Party will vary based on volume, complexity of the service, and other factors. However, the providing Party shall not place a lower priority on processing pre-order requests of the requesting Party as compared to the order requests of the providing Party.	OPEN
12.12.7.2 Pre-Orders	12.12.7.2 Pre-Orders	AGREE

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
A Customer pre-order request may consist of one or more telephone numbers, circuits or accounts for a specific Customer.	A Customer pre-order request may consist of one or more telephone numbers, circuits or accounts for a specific Customer.	
12.12.7.2.1 The Providing Party shall return to the Purchasing Party all Pre-Order data pertaining to the request via email. In the event the data cannot be returned via email the Parties shall respond via facsimile or other mutually agreed upon format.	12.12.7.2.1 The providing Party shall return to the purchasing Party all pre-order data pertinent to the request via email. In the event the data cannot be returned via email the Parties shall respond via facsimile or other mutually agreed upon format.	AGREE
12.12.7.2.2 Intentionally Left Blank		Parties Agreed with proposed language 5/16/07
12.12.7.2.3 Pre-order requests received on a Saturday, Sunday (weekend) or recognized Current Service Provider ITC/MTC holiday will be treated as being received on the first business day following the weekend or holiday. Pre-order requests received by 12:00??? PM (noon) on any business day shall be considered received on that day for purposes of metrics reporting.	12.12.7.2.4 Pre-order requests received on a Saturday, Sunday (weekend) or recognized Current Service Provider holiday will be treated as being received on the first business day following the weekend or holiday. Pre-order requests received by 12:00 PM (noon) on any business day shall be considered received on that day for purposes of metrics reporting.	OPEN for further discussion at 5/30 meeting
12.12.7.2.3 The Parties will process each other's orders on a parity basis. The Parties will process each order for residential or business service within the timeframes <u>that will be specified</u> in the Operations Manual. Orders received on a Saturday, Sunday (weekend) or recognized Current Service Provider ITC/MTC holiday will be treated as being received on the first business day following the weekend or holiday. Orders received by 12:00??? PM (noon) on any business day shall be considered received on that day for purposes of metrics reporting. Thus a two (2) day response is achieved for an order received by 12:00-???PM (noon) on Monday, if it is	The Parties will process each other's orders on a parity basis. The Parties will process each order for residential or business service within the timeframes specified in the Operations Manual. Orders received on a Saturday, Sunday (weekend) or recognized Current Service Provider holiday will be treated as being received on the first business day following the weekend or holiday. Orders received by 12:00 PM (noon) on any business day shall be considered received on that day for purposes of metrics reporting. Thus a two (2) day response is achieved for an order received by 12:00 PM (noon) on Monday, if it is processed and returned to the requestor by 5:00 PM on Wednesday.	OPEN for further discussion at 5/30 meeting

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
processed and returned to the requestor by 5:00 PM on Wednesday.		
12.12.7.2.4 Intentionally left Blank		Parties Agreed with proposed language 5/16/07
<p>12.12.7.3 Provisioning Processing (Order Completion)</p> <p>TELEALASKA shall complete (provision and/or complete physical work) orders for GCI on the same basis and in the same time frame as it does for its other customers. Parity will be based on:</p> <p>(a) comparative performance by exchange or location within the exchange, as appropriate for the number and type of orders completed for GCI and TELEALASKA;</p> <p>(b) due dates assigned for GCI and TELEALASKA;</p> <p>(c) due dates missed and held and completed.</p> <p>The specific requirements will be mutually agreed upon and an example will be attached in Appendix B.</p>	<p>12.12.7.3 Provisioning Processing (Order Completion)</p> <p>The Parties shall complete (provision and/or complete physical work) orders for each other on the same basis and in the same time frame as they do for their other Customers. Parity will be based on:</p> <p>(a) comparative performance by exchange or location within the exchange, as appropriate for the number and type of orders completed for the requesting Party;</p> <p>(b) due dates assigned the requesting Party;</p> <p>(c) due dates missed, held and completed.</p> <p>The specific requirements will be mutually agreed upon and an example will be attached in Appendix B.</p>	AGREE
<p>12.12.7.4 Notice of Order Completion</p> <p>TELEALASKA shall provide GCI notice for all GCI orders within two (2) hours of physical completion of the work unless a coordinated conversion is requested. For specific time of day conversions, TELEALASKA shall provide GCI notice within twenty (20) minutes of physical completion of the work. If GCI is not notified of a requested conversion, the conversion will be completed on the next business day.</p>	<p>12.12.7.4 Notice of Order Completion</p> <p>The Current Service Provider shall provide the New Service Provider notice for all New Service Provider orders within two (2) hours of physical completion of the work unless a coordinated conversion is requested. For specific time of day conversions, the Current Service Provider shall provide the New Service Provider notice within twenty (20) minutes of physical completion of the work. If the New Service Provider is not notified</p>	<p>ITC to review again</p> <p>AGREE</p>

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
agreed upon method of contact TFI ALASKA and provide the order numbers and associated telephone numbers of orders for expected completion notice on that day. TFI ALASKA shall respond to GCI by 5PM of that same day via email, or other mutually agreed upon method of the current status of the questioned orders.	of expected completions (due to error, oversight, etc.) the New Service Provider shall, by 4PM, through email or other mutually agreed upon method contact the Current Service Provider and provide the order numbers and associated telephone numbers of orders for which it expected completion notices on that day. The Current Service Provider shall respond to the New Service Provider by 5PM of that same day, via email, or other mutually agreed upon method, of the current status of the questioned orders.	
12.12.7.5 Trouble and Repair Processing. Because of seasonal fluctuations and complexity of trouble tickets, <u>parity will be based on a ratio of open to closed trouble tickets during the reporting period.</u>	12.12.7.5 Trouble and Repair Processing. Because of seasonal fluctuations and complexity of trouble tickets, the ratio of open to closed trouble tickets during the reporting period can assist in measuring performance.	OPEN
12.12.7.6 Notice of Trouble Resolution. The providing Party shall provide to the purchasing Party a notice of trouble resolution <u>within XX of trouble completion in the same timeframe as it does for itself.</u> Additional notification prior to or concurrent with the billing of the activity will include adequate detail regarding the nature of the trouble and trouble resolution for any issue for which the providing Party intends to charge the purchasing Party.	12.12.7.6 Notice of Trouble Resolution. The providing Party shall provide to the purchasing Party a notice of trouble resolution in the same timeframe as it does for itself.. Additional notification prior to or concurrent with the billing of the activity will include adequate detail regarding the nature of the trouble and trouble resolution for any issue for which the providing Party intends to charge the purchasing Party.	OPEN – Need timeframe guidelines
12.12.7.7 Metrics Reporting. Performance metrics reports will compare <u>pre-order (subject to 12.12.4.1), order, provisioning, and maintenance and repair functions for the Telecommunications Services described in this Agreement between the Parties.</u> The purchasing party may expressly rely on the accuracy of such reports should it be necessary to utilize such performance results as a factual basis in any proceeding. The providing Party may provide a revised report when	12.12.7.7 Metrics Reporting. Performance metrics reports will compare order, provisioning, and maintenance and repair functions for the Telecommunications Services described in this Agreement between the Parties. The purchasing party may expressly rely on the accuracy of such reports should it be necessary to utilize such performance results as a factual basis in any proceeding. The providing Party may provide a revised report when discrepancies are identified.	OPEN – 12.12.4.1 clarifies inclusion of Pre-order here

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**GRAYED TEXT INDICATES LANGUAGE THAT WAS PROPOSED BUT WAS NOT CHOSEN AS THE FINAL AGREED UPON LANGUAGE FOR USE IN THE CONTRACT
WHERE NO COMMENTS ARE INDICATED LANGUAGE HAS BEEN PROPOSED BUT NOT YET DISCUSSED OR AGREED UPON**

Section 12 - RESALE AND INTERCONNECTION SUPPORT PROCESSES ("RISP"), DATABASE INFORMATION, AND FUNCTIONS

GCI Proposed Language	ITC/MTC Proposed Language	Comments
discrepancies are identified.		
12.12.7.8. Reporting Schedule. Performance reports will be provided and described in the Operations Manual. Reports for a given time period are due by 5PM the following business day.		Parties Agreed with proposed language 5/16/07
12.12.7.9 Self-Correcting Out of Compliance Condition. The providing Party shall be responsible for monitoring its compliance with the performance metrics in this section. Processing that is determined to have occurred outside of parity shall be addressed in Section 5.18	12.12.7.9 Self-Correcting Out of Compliance Condition. The providing Party shall be responsible for monitoring its compliance with the performance metrics in this section. Processing that is determined to have occurred outside of parity shall be addressed under the Dispute Resolution procedures in Section 5.	We are trying to keep the internal cross-references to sections more generic because we assume the numbering will change by the final contract draft. AGREE
12.12.7.10 Escalated Dispute Resolution. The purchasing Party may invoke escalated dispute resolution upon discovery of continued out of compliance <u>for service or repair</u> by the providing Party in accordance with the Dispute Resolution procedures in Section 5.	12.12.7.10 Escalated Dispute Resolution. The purchasing Party may invoke escalated dispute resolution upon discovery of continued out of compliance service by the providing Party in accordance with the Dispute Resolution procedures in Section 5.	OPEN

Section 11: Law Enforcement and National Security

Editing Process: TelAlaska will copy GCI language to its opposite cell and begin redline process to enter the desired language if agreement not reached. This document is then saved and returned to GCI as "Telalaska Version 2- date" (don't forget to update the footer). This process is then repeated by GCI and returned back to TelAlaska until the desired language is agreed to by both parties. The comments section is reserved for both Parties to make language clarification statements and annotation of when agreement is reached by a statement such as "language agreed – date" The actual language that will be used in the contract remains in "black", and the disregarded language will be made "gray".

GCI Proposed Language	TELALASKA Proposed Language	Comments
SECTION 11.0 – LAW ENFORCEMENT AND NATIONAL SECURITY		<u>Parties Agree with proposed language 5/10/07</u>
11.1 Each Party shall cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to services provided by it under this Agreement, including, but not limited to, the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.	11.1 —Each Party shall cooperate with law enforcement authorities and national security authorities to the full extent required or permitted by Applicable Law in matters related to services provided by it under this Agreement. <u>Such cooperation shall include, including, but not be limited to,</u> the production of records, the establishment of new lines or the installation of new services on an existing line in order to support law enforcement and/or national security operations, and, the installation of wiretaps, trap-and-trace facilities and equipment, and dialed number recording facilities and equipment.	
11.2 A Party shall not have the obligation to inform the other Party or the Customers of the other Party of actions taken in cooperating with law enforcement or national security authorities, except to the extent required by Applicable Law.		<u>Parties Agree with proposed language 5/10/07</u>
11.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities	11.411.3 Where a law enforcement or national security request relates to the establishment of lines (including, but not limited to, lines established to support interception of communications on other lines), or the installation of other services, facilities	

Section 11: Law Enforcement and National Security

GCI Proposed Language	TELALASKA Proposed Language	Comments
<p>or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through its OSS or RISP, unless, notwithstanding Section 5.3.1, the other Party produces an LOA from the Law Enforcement or National Security Agency.</p>	<p>or arrangements, a Party may act to prevent the other Party from obtaining access to information concerning such lines, services, facilities and arrangements, through its OSS or RISP, unless, notwithstanding Section 5.3.1, the other Party produces an LOA from the Law Enforcement or National Security Agency.</p>	

Section 14: Dialing Parity

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GCI Proposed Language	ITC/MTC Proposed Language	Comments
SECTION 14.0 DIALING PARITY		Parties Agree with proposed language 5-10-07
14.1 Description		
14.1.1 Toll dialing parity provides Customers the ability to route automatically, without the use of any carrier access code, long distance toll calls to a telecommunications provider of their choice. For '1+' and '0+' toll calls, Customers may presubscribe to a primary Carrier for interstate calling and the same or different Carrier for intrastate calling.	14.1.1 For resale services provided under this agreement, toll dialing parity provides Customers the ability to route automatically, without the use of any carrier access code, long distance toll calls to a telecommunications provider of their choice. For '1+' and '0+' toll calls, Customers may presubscribe to a primary Carrier for interstate calling and the same or different Carrier for intrastate calling.	AGREED 5/14/07
14.1.2 Each Party shall permit telephone exchange service Customers within a local calling area to dial the same number of digits to make a local telephone call notwithstanding the identity of the Customer's or the called Party's Telecommunications Service Provider. This includes parity of "star" feature codes.		Parties Agree with proposed language 5-10-07
14.2 Terms and Conditions		AGREED 5/29/07
14.2.1 Each Party shall provide local dialing parity for calls placed to Customers of the other Party with no unreasonable dialing delays. The Retail Underlying Provider shall provide the Reseller toll dialing parity on <u>all</u> its resold services.	14.2.1 Each Party shall provide local dialing parity for calls placed to Customers of the other Party with no unreasonable dialing delays. The Retail Provider shall provide the Reseller toll dialing parity on its resold services.	5/14/07: GCI to revise OPEN 5/29/07
14.2.2 The purchasing Party agrees to pay the providing Party for each activation by the purchasing Party's Resale End User Customer of any services or features that are billed on a per use or per activation basis. With respect to all such charges, the providing	14.2.2 Intentionally Left Blank	Covered under resale section 6.2.2.5 AGREED 5/29/07

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GCI Proposed Language	ITC/MTC Proposed Language	Comments
Party shall provide the purchasing Party with sufficient information to enable The purchasing Party to bill its End User Customers.		
14.2.3 To support the resale of the Retail <u>Underlying</u> Provider's services by the Reseller, the Retail <u>Underlying</u> Provider will establish translations in its switching systems that replicate the various classes of service that the Retail <u>Underlying</u> Provider has established for its own Customers. The classes of service will support such requirements as 411 deny, 900 deny, etc. Additionally, the Retail <u>Underlying</u> Provider will establish translations in its switching systems that permit dial tone lines purchased by the Reseller for resale to route the Reseller's Customer's calls for operator, directory assistance, and N11 (excluding 911, refer to Section 10 for 911 services) services to a provider of operator, directory assistance, and N11 services selected by the Reseller. The Retail <u>Underlying</u> Provider will provide this routing arrangement pursuant to an appropriate, written request submitted by the Reseller and a mutually agreed-upon schedule. This routing arrangement will be implemented at the Reseller's expense, with charges determined on an individual case basis. The Reseller shall arrange, at its own expense, the trunking and other facilities required to transport the Reseller's traffic to the Reseller's selected provider of operator and directory assistance services, and other N11 routing requiring specialized routing as determined by the Reseller.	14.2.3 To support the resale of the Retail Provider's services by the Reseller, the Retail Provider will establish translations in its switching systems that replicate the various classes of service that the Retail Provider has established for its own Customers. The classes of service will support such requirements as 411 deny, 900 deny, etc. Additionally, the Retail Provider will establish translations in its switching systems that permit dial tone lines purchased by the Reseller for resale to route the Reseller's Customer's calls for operator, directory assistance, and N11 (excluding 911, refer to Section 10 for 911 services) services to a provider of operator, directory assistance, and N11 services selected by the Reseller. The Retail Provider will provide this routing arrangement pursuant to an appropriate, written request submitted by the Reseller and a mutually agreed-upon schedule. This routing arrangement will be implemented at the Reseller's expense, with charges determined on an individual case basis. The Reseller shall arrange, at its own expense, the trunking and other facilities required to transport the Reseller's traffic to the Reseller's selected provider of operator and directory assistance services, and other N11 routing requiring specialized routing as determined by the Reseller.	<u>OPEN 5/29/07</u>
14.3 Rate Elements		Parties Agree with proposed language 5-10-07
14.3.1 Rate elements for routing/translations fee-setup as described in 14.2.3 required for dialing parity	14.3.1 Rate elements for routing/translations fee-setup required for dialing parity are contained in	<u>OPEN 5/29/07</u>

Section 14: Dialing Parity

GCI Proposed Language	ITC/MTC Proposed Language	Comments
are contained in Exhibit A.	Exhibit A.	